



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

PEGGY JUDD
Chairman
District 3

ANN ENGLISH
Vice-Chairman
District 2

THOMAS E. BORER
Supervisor
District 1

EDWARD T. GILLIGAN
County Administrator

SHARON GILMAN
Associate County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, April 23, 2019 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

PRESENTATION

Presentation and recognition to several representatives from organizations throughout Cochise County, for their efforts in creating a healthier environment for their work sites and employees.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of April 9, 2019.

County Recorder

2. Approve Voter Registration Services and Support Intergovernmental Agreement (IGA) between the Arizona Secretary of State's Office (SOS) and Cochise County, in the amount of \$8,039.19 effective, July 1, 2018 through June 30, 2019.

County Schools

3. Approve Memorandum of Agreement between Alliance of Arizona Nonprofits (AmeriCorps Vista) and the Cochise County School Superintendent to perform services to strengthen and supplement efforts to eliminate poverty-related human, social and environmental problems as specified in the Alliance AmeriCorps VISTA Project Application and Project Plan, in the amount of \$9,500, effective March 25, 2019 through March 25, 2020.

County Sheriff

4. Approve Governor's Office of Highway Safety (GOHS) Contract 2019-CIOT-006 providing the Cochise County Sheriff's Office with \$6,000 to cover overtime expenses as well as employee related expenses, to participate in the two week "Buckle Up Arizona... It's the Law" program, effective, May 20, 2018 through June 2, 2018.
5. Approve Cooperative Service Agreement No.19-73-04-0228-RA between Cochise County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service and Wildlife Services, to assign a Wildlife Specialist to Cochise County for predator and disease control under the Wildlife Damage Management program to be conducted effective, July 1, 2019 through June 30, 2020.

Finance

6. Approve demands and budget amendments for operating transfers.

PUBLIC HEARING

Elections

7. Adopt Resolution 19-10 approving a consolidated schedule of fees and reimbursements for election services provided by the county and delegating authority to the County Administrator to execute intergovernmental agreements for election services.

ACTION

Board of Supervisors

8. Approve Recreational Access Agreement to Assign Access to Whetstone Mountains/National Forest from the County to the Arizona Game and Fish Commission.

County Schools

9. Approve a Grant Agreement between the Cochise County School Superintendent's Office (CCSSO) and the Governor's Office, for a seventh grade drug prevention program in the amount of \$53,754, effective October 1, 2018 through June 30, 2019.

County Sheriff

10. Approve reoccurring contract for Stone Garden funding from the Department of Homeland Security (DOHS) in the amount of \$570,000 in overtime and mileage to participate in the operation to detect, deter and/or arrest subjects who smuggle humans or drugs illegally into the country; and \$917,052 for the purchase of additional equipment to assist in the mission to secure the border, effective April 1, 2019 through March 31, 2020.

Health & Social Services

11. Approve a one-time \$29,724 donation from the Arizona Community Foundation (ACF) for early screening and treatment for tuberculosis, effective April 15, 2019 through June 30, 2019.

STATE & FEDERAL LEGISLATION

12. Discussion and possible action regarding state and federal legislative matters listed or described in the attached County Supervisors Association Legislative Policy Committee Agenda, the Arizona Association of Counties (AACo) Legislative Policy Committee Agenda, and the proposed State budget, and other matters related thereto.

REPORT BY EDWARD T. GILLIGAN COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Peggy Judd

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9832, FAX (520) 432-9758, TDD (520) 432-8360, 1415 Melody Lane, Building C, Bisbee, Arizona 85603.

Cochise County Board of Supervisors

1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Presentations / Special Events
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/23/2019

Recognition Ceremony

Submitted By: Briggita Hodges, Health & Social Services

Department: Health & Social Services

Presentation: No A/V
Presentation

NAME of PRESENTER: Daniella Reidmiller
TITLE of PRESENTER: Policy Manager for CHSS

ORGANIZATION NAME of PRESENTER: CHSS

Information

Agenda Item Text:

Presentation and recognition to several representatives from organizations throughout Cochise County, for their efforts in creating a healthier environment for their work sites and employees.

Background:

Organizations and businesses throughout Cochise County have been working on developing a healthier environment by creating initiatives, and making policy and environmental changes that impacts their worksites, employees and in some cases their community. These worksites efforts have been recognized at the state level as well, through the Healthy Arizona Worksites Program Award.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Attachments

No file(s) attached.

Consent 1.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 04/23/2019

Minutes

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of April 9, 2019.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, April 9, 2019**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, April 9, 2019 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Peggy Judd, Chairman; Ann English, Vice-Chairman

Absent: Thomas E. Borer, Supervisor

Staff Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County

Present: Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk of the Board; Amanda Baillie, Public Information Officer

Chairman Judd called the meeting to order at 10:00 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

CALL TO THE PUBLIC

Chairman Judd opened the call to the public.

Ms. Kate Scott, Madrean Archipelago Wildlife Center, addressed the Board on killing contests held in Cochise County.

Ms. Nancy Jean Welker, Bowie Chamber of Commerce, thanked the Board for the County's participation in the community's clean up.

No one else chose to speak and Chairman Judd closed the call to the public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

PRESENTATION

Presentation of Proclamation to Ms. Cynthia Aspengren, Program Coordinator EFNEP/ServSafe Instructor, University of Arizona Cooperative Extension in celebration of the Expanded Food and Nutrition Education Program's (EFNEP) 50 years of successful programming.

Ms. Aspengren gave an overview of the services provided by EFNEP.

The Board presented a proclamation to Ms. Aspengren to recognize the 50th anniversary of her organization.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of March 26, 2019.
2. Approve a Proclamation declaring April 13 2019 as a day for all residents of Cochise County to celebrate Expanded Food and Nutrition Education Program's (EFNEP) success in teaching, helping, and serving limited-resource families in Cochise County, Arizona.

County Sheriff

3. Approve Intergovernmental Agreement (IGA) between the Cochise County Sheriff's Office and the Phoenix Police Department for Arizona Internet Crimes Against Children Task Force in the amount of \$5,000 for a period of three years ending on April 1, 2022.

Finance

4. Approve demands and budget amendments for operating transfers.

Housing Authority

5. Approve a Fair Housing Proclamation to proclaim April 2019 as Fair Housing Month in Cochise County.

Human Resources

6. Adopt Resolution 19-08, amending Resolution 17-02 with regard to Cochise County Membership in the Cochise Combined Trust (CCT).

Vice-Chairman English moved to approve items 1-6 on the consent agenda. Chairman Judd seconded the motion and it carried unanimously.

ACTION

Board of Supervisors

7. Approve Agreement to Assign Recreational Access Agreement for Access to Whetstone Mountains/National Forest from the County to the Arizona Game and Fish Commission.

Chairman Judd removed this item from the agenda and noted that it would be moved to the April 23, 2019 Regular Board of Supervisors Meeting.

8. Adopt Resolution 19-09 supporting the designation of James Ranch Road as the preferred location for development of a commercial port of entry.

Mr. Ed Gilligan, County Administrator, presented this item. Mr. Gilligan gave the background of this topic and said this was the continuance of work that the Board established in the strategic plan, priority 1. He said that the General Services Administration (GSA) has conducted a study focusing on the necessity of a commercial port. He showed a map of the location and said it was an ideal location that would positively impact economic development in Cochise County. This resolution is a good step forward for the Board's support of this project.

Vice-Chairman English said that this was a partnership with the City of Douglas and the County had donated land to them to assist with the development of this project.

Vice-Chairman English moved to adopt Resolution 19-09 supporting the designation of James Ranch Road as the preferred location for development of a commercial port of entry. Chairman Judd seconded the motion.

Chairman Judd called for the vote and it was approved 2-0-1 (Borer absent).

STATE & FEDERAL LEGISLATION

9. Discussion and possible action regarding state and federal legislative matters listed or described in the attached County Supervisors Association Legislative Policy Committee Agenda, the Arizona Association of Counties (AACo) Legislative Policy Committee Agenda, and the proposed State budget, and other matters related thereto.

Vice-Chairman English highlighted several bills that impacted counties and asked for public support at the State level for bills that would have a negative impact on County revenues.

REPORT BY EDWARD T. GILLIGAN COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Gilligan said that Ms. Elda Orduno would be the new Human Resources Director and noted other recruitments for employment with the County.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Thomas E. Borer

Supervisor Borer was absent.

Report by District 2 Supervisor, Ann English

Vice-Chairman English stated that the Chiricahua Health Association has been an asset to the County. She also highlighted upcoming events in her district.

Report by District 3 Supervisor, Peggy Judd

Chairman Judd also stated that Chiricahua is an asset countywide. She added that students from Willcox went to a space center conference due to Boeing's interest in the area and this year they would be hosting a regional conference. She also highlighted other events in her district.

Chairman Judd adjourned the meeting at 10:44 a.m.

APPROVED:

Peggy Judd, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting

Meeting Date: 04/23/2019
Annual Maintenance Agreement for Voter Registration System
Submitted By: Arlethe Rios, Board of Supervisors
Department: County Recorder
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

NAME of PRESENTER: David Stevens
Mandated Function?: Federal or State Mandate

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: County Recorder
Source of Mandate or Basis for Support?: ARS 11-952

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Voter Registration Services and Support Intergovernmental Agreement (IGA) between the Arizona Secretary of State's Office (SOS) and Cochise County, in the amount of \$8,039.19 effective, July 1, 2018 through June 30, 2019.

Background:

The SOS and the County enter into the agreement pursuant to ARS 11-952. The services set forth in this agreement will be provided in accordance with the Arizona Revised Statutes and the Arizona Administrative Code and good public administration practices.

Department's Next Steps (if approved):

Pay the service fee and send copy of IGA to the State.

Impact of NOT Approving/Alternatives:

The County will not have access to the State's voter registration services and support.

To BOS Staff: Document Disposition/Follow-Up:

Send 2 signed copies to the Recorder's Office and ask for one fully executed original to be returned to the BOS.

Budget Information

Information about available funds

Budgeted: ☒ **Funds Available:** ☒ **Amount Available:** \$8,039.19
Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 18-19

One-time Fixed Costs? (\$\$\$): 8,039.19

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: HAVA Block Grant

Fiscal Impact & Funding Sources (if known):

Attachments

Agreement

Invoice

**COST-SHARING AGREEMENT
FOR STATEWIDE VOTER REGISTRATION DATABASE**

This Agreement is entered into by and between COCHISE COUNTY, a body politic and corporate of the State of Arizona ("County"), on behalf of the COCHISE COUNTY RECORDER ("Recorder") and the OFFICE OF THE SECRETARY OF STATE ("Secretary").

Recitals

- A. The Secretary entered into an agreement by and between the State of Arizona and Election Services & Software, Inc. ("ES&S") dated July 1, 2017 for software and software maintenance services for the statewide voter registration database ("ES&S Agreement") from July 1, 2017 to June 30, 2019. A copy of the ES&S Agreement is attached hereto as Exhibit 1.
- B. The County utilizes the goods and services provided by the ES&S Agreement and the residents of the County receive a substantial benefit as a result of the Recorder being able to utilize the goods and services provided by the ES&S Agreement.
- C. Both the Secretary and the County have a duty towards the continued existence and maintenance of the statewide database of voter registration information and protection of access to voter registration information in the database. A.R.S. § 16-168. The authorizing statutes allow for the Secretary and the County to enter into a cooperative agreement for the purpose of compliance with A.R.S. § 16-168, the National Voter Registration Act, codified at 52 U.S.C. § 20503 et seq., and the Help America Vote Act, codified at 52 U.S.C. § 20901 et seq.
- D. The Secretary and the County have mutually determined that the County's fair share of all costs associated with the ES&S Agreement is \$8,039.19 per fiscal year for fiscal year 2018 and fiscal year 2019. The County has paid its share of costs for fiscal year 2018 but has not yet paid its share of costs for fiscal year 2019.
- E. The Secretary and the County acknowledge that the current ES&S Agreement is anticipated to be extended for a three month period (through September 30, 2019) and that the Secretary has awarded a new contract to Sutherland Government Solutions, Inc. that will replace the current ES&S Agreement after the anticipated agreement. The Secretary and the County intend that the Recorder will have the opportunity to access any such replacement software in substantially the same manner as the Recorder now accesses that software provided for in the ES&S Agreement and that the parties will reach a separate agreement as to cost-sharing for the extension of the ES&S Agreement and the new contract with Sutherland Government Solutions, Inc.

NOW, THEREFORE, the County and the Secretary, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The Recorder and the Secretary desire to share the costs for software and software maintenance services for the statewide voter registration database under the ES&S Agreement.
2. **Cost-Sharing.** The Secretary and the County have mutually determined that the County's fair share of all costs associated with the ES&S Agreement is \$8,039.19 for services rendered in fiscal year 2019. The County will render payment in that amount once the County receives an invoice from the Secretary.
3. **Term.** This Agreement will be effective on the date it is fully executed by both parties and will continue until June 30, 2019, unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
4. **Insurance.** All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this Agreement.
5. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes. Any action relating to this Agreement will be brought in a court in Maricopa County.
6. **Non-Discrimination.** The parties will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out their duties under this Agreement. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.
7. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36.
8. **Severability.** If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.

SOS ESS Cost-Sharing Agreement - Cochise County
FY19 Payment

9. **Conflict of Interest.** The requirements of A.R.S. § 38-511 apply to this Agreement. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
10. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligations. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the affected party or any other affected agency of the County or State at the end of the period for which funds are available. No liability shall accrue to the affected party or any other affected agency of the County or State in the event this provision is exercised, and neither the affected party nor any other affected agency of the County or State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
11. **Recordkeeping.** Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the County shall produce the original of any or all such records at the offices of the Secretary.
12. **A.R.S. § 41-4401 Compliance - Immigration Laws and E-Verify Requirement.** The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")
 - a. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the breaching party may be subject to penalties up to and including termination of the Agreement.
 - b. The Secretary retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this paragraph.
13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

SOS ESS Cost-Sharing Agreement - Cochise County
FY19 Payment

14. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
15. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

County:

David W. Stevens
Cochise County Recorder
1415 Melody Lane
Building B
Bisbee, AZ 85603
Phone: 520-432-8358
Fax: 520-432-8368

Secretary:

Honorable Katie Hobbs
Arizona Secretary of State
1700 West Washington Street,
Floor 7
Phoenix AZ 85007-2808
Phone: (602) 542-4285

With copies to:

County Administrator

Edward T. Gilligan
1415 Melody Lane
Building G
Bisbee, AZ 85603

Clerk of the Board

Arlethe G. Rios
1415 Melody Lane
Building G
Bisbee, AZ 85603

16. **No Indemnification.** Notwithstanding any provision of the Agreement to the contrary, the Secretary is not authorized to indemnify the County.
17. **Arbitration.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
18. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Agreement. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the parties.

SOS ESS Cost-Sharing Agreement - Cochise County
FY19 Payment

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

IN WITNESS WHEREOF, the parties execute this Agreement:

COCHISE COUNTY BOARD OF SUPERVISORS

Peggy Judd, Chair

Date

ATTEST:

Arlethe G. Rios, Clerk of the Board of Supervisors

Date

APPROVED AS TO CONTENT:

David W. Stevens, Cochise County Recorder

OFFICE OF THE SECRETARY OF STATE



Katie Hobbs, Secretary of State

March 25, 2019

Date

Invoice



Date: March 22, 2019
Invoice Number: VRAZII-02-2019

Arizona Secretary of State
1700 West Washington Street
7th Floor
Phoenix, Arizona 85007
602-542-8683

To: Cochise County Recorder
1415 West Melody Lane
Building B
Bisbee, Arizona 85603

QTY	Description	Unit Price	Line Total
1	Annual Maintenance Statewide Voter Registration System (VRAZ II - ES&S) July 2018 - June 2019 <i>Fiscal Year 2019</i>	\$ 7,538.99	\$ 7,538.99
Subtotal			\$ 7,538.99
Sales Tax			500.20
Total			\$ 8,039.19

Make all checks payable to Arizona Secretary of State

Remit to Arizona Secretary of State, HAVA Division

Regular Board of Supervisors Meeting

Meeting Date: 04/23/2019

MOA Between Americorps Vista & Cochise County School Superintendent's Office

Submitted By: Kimberly Madden, County Schools

Department: County Schools

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

**# of ORIGINALS
Submitted for Signature:** 3

**NAME
of PRESENTER:** Jacqui Clay

**TITLE
of PRESENTER:** Cochise County
School Superintendent

Mandated Function?: Not Mandated

**Source of Mandate
or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Memorandum of Agreement between Alliance of Arizona Nonprofits (AmeriCorps Vista) and the Cochise County School Superintendent to perform services to strengthen and supplement efforts to eliminate poverty-related human, social and environmental problems as specified in the Alliance AmeriCorps VISTA Project Application and Project Plan, in the amount of \$9,500, effective March 25, 2019 through March 25, 2020.

Background:

The Vista employee (Ramona Hernandez) will be contracted to work for the School Superintendent for a one-year period as a Grant Writer. The \$9,500 will be paid out of our Small Schools Fund 278.

Department's Next Steps (if approved):

Ramona Hernandez will work for the School Superintendent for the contracted one year period securing professional development grants, to include Teacher Retention, Teacher Certification, CTE programs for HS students, etc.

Impact of NOT Approving/Alternatives:

The CSSO doesn't currently have available staff to perform this function.

To BOS Staff: Document Disposition/Follow-Up:

Please return two signed original copies of the Memorandum of Agreement to the CCSSO.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2019

One-time Fixed Costs? (\$\$\$): 9,500.00

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: 287

Fiscal Impact & Funding Sources (if known):

Small Schools Fund 287

Americorps Vista MOA



CORPORATION FOR NATIONAL SERVICE
AmeriCorps*VISTA

Grant #13VSWAZ001

MEMORANDUM OF AGREEMENT

Between
SPONSOR

Alliance of Arizona Nonprofits
360 E Coronado Rd, Suite 120
Phoenix, AZ 85004

And

HOST SITE

**Cochise County School Superintendent's Office
1415 Melody Lane, Building C
Bisbee, AZ 85603-3027**

This document defines the responsibilities of the **Alliance of Arizona Nonprofits (Alliance)** and **(Host Site)** with respect to the assignment of an AmeriCorps VISTA member to perform services to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems as specified in the Alliance AmeriCorps VISTA Project Application and Project Plan. The obligations of the parties hereto are subject to the terms and conditions of the Memorandum of Agreement between the **Corporation for National Service (Corporation) and the Alliance, dated September 16, 2018**, which is incorporated herein by reference, and federal laws and regulations and Corporation policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

1. **The Alliance will:**

- a. Comply with the provisions of the Memorandum of Agreement between the Corporation and the Alliance.
- b. Assist **Host Site** in developing work plans (VISTA Assignment Description -VAD) for each assignment.
- c. Assist in the provision of pre-service, early service, and in-service training as specified in the Alliance Project Application.

- d. Recruit and assign AmeriCorps VISTA members to **Host Site**, matching interests and skills with tasks to be accomplished in the approved VAD.
- e. Provide support and supervision to AmeriCorps VISTA members in administrative matters such as project assignment and relocation to the site.
- f. Retain full responsibility for the management, fiscal control, and program reporting required of the project.
- g. The Alliance may transfer an AmeriCorps VISTA member from one placement to another consistent with the project and **Host Site's** needs.
- h. Maintain such records and accounts, and make such reports and investigations, concerning matters involving AmeriCorps VISTA members and the project as the Corporation may require. The Alliance agrees to retain such records as the Corporation may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Corporation for the purpose of litigation, audit, or examination.
- i. Upon receipt of appropriate Alliance VISTA housing allowance forms, including a signed lease contract, the Alliance will provide \$100 per month housing allowance made payable directly to the AmeriCorps VISTA members' landlord or property Management Company.

2. The **Host Site** will:

- a. Provide an acceptable VISTA Assignment Description (VAD) and On Site Orientation & Training Plan (OSOT) for the use of AmeriCorps VISTA members prior to the assignment of the AmeriCorps VISTA members.
- b. Provide day-to-day supervision of the activities of the AmeriCorps VISTA members. This includes regular weekly or bi-weekly one on ones between supervisors and VISTA members.
- c. Provide transportation or transportation reimbursement to the AmeriCorps VISTA members for travel outside of their regular commute to/from their project if such is required for members to complete their project duties.
- d. Provide materials, supplies and support for unique expenses related to the performance of assignments so that the AmeriCorps VISTA member does not incur personal expenses related to performance of assignments.

- e. Provide an adequate working space to permit AmeriCorps VISTA members to perform their assigned duties. This includes access to a physical workspace that includes access to a desk, telephone, computer, Internet, email and other necessary office items.
- f. Provide for any project specific training requirements outside of the AmeriCorps and/or Alliance sponsored training.
- g. Provide project updates and assist in reviewing performance of the AmeriCorps VISTA members in a timely manner when requested. This includes adhering to the Alliance VISTA Corrective Action Policy.
- h. Notify the Alliance immediately regarding unscheduled termination of AmeriCorps VISTA members and unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, resignations and absence without leave.
- i. Furnish needed travel assistance, including an advance of up to \$500 from its own funds, to be reimbursed by the Corporation State Office in the event of a natural disaster, a the critical illness, or death of an immediate family member (spouse, parent, sibling, child, grandparent, or guardian) of the AmeriCorps VISTA member.
- j. Allow AmeriCorps VISTA members to participate in local emergency disaster relief efforts if needed.
- k. Allow AmeriCorps VISTA members to participate in Alliance VISTA meetings, trainings & events.
- l. Allow AmeriCorps VISTA members to participate in Days of Service, i.e., Martin Luther Jr. Day, AmeriCorps Week, Cesar Chavez Day, and September 11 Day National Day of Service, etc.

3. **Community Involvement**

To the maximum extent practicable, the Sponsor and each of its **Host Sites** will consult with and use the people of the community or communities to be served by AmeriCorps VISTA Members in planning, developing, and implementing the project.

4. **Site Support Payment**

The Sponsor may only receive payment from, or on behalf of any **Host Site**, for costs associated with VISTA program assistance, for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in a VISTA project. Thus, Sponsors may only receive "Site Support Payments" (SSPs) for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in the VISTA project. SSPs may only be collected for expenses directly attributable to the VISTA project and that are not being funded by CNCS via a Support or Program grant. SSPs shall not be collected for any costs related to the Sponsor's overall operating expenses. SSPs are separate from, and must be treated separately from, funds that a Sponsor receives from a Site for the purpose of cost sharing

the VISTA living allowance. SSPs may not be required of, or received from, performance measurement-only service locations (described in the Definitions section) as they do not receive members. The Sponsor must provide a line item breakout for each year's projected SSP in their project application. The same SSP information must be included in the Memorandum of Understanding (MOU) with each Site.

5. Administration Fee – Payment Terms

The **Host Site** will pay a total of \$9,500 to the Alliance to assist in the administrative, training, and other costs associated with the Alliance's management of the VISTA member and program.

A \$500 nonrefundable VISTA Recruitment Fee will be due when **recruiting begins**. The deposit covers the Alliance's upfront costs for recruiting and enrolling a VISTA member. The remaining balance of the administrative fee (\$9,000) will be due when the VISTA member starts at your organization.

A variety of circumstances can lead to a need to terminate VISTA service before the scheduled end of service. Depending on the circumstances, the **Host Site**, may be eligible for a partial refund of the administrative fee. Here is the refund schedule.

VISTA member exits	Refund Amount
First 30 days	\$8100
31 – 180 days	\$4050
181 – 270 days	\$1350
Over 271 days	No refund

Since VISTA is a federal national service program, VISTA members cannot be released from their position under the same procedures as regular employees. Only the Corporation for National and Community Service (CNCS) can officially suspend or terminate a VISTA member. **Host Sites** are expected to adhere to the Alliance VISTA Corrective Action Policy and provide clear and adequate documentation to support requests for further disciplinary action up to and including termination.

In the event CNCS places a VISTA member on administrative hold and requires that the VISTA member's benefits continue until the administrative hold period terminates, the Alliance may subtract the VISTA member's pro-rated living allowance and housing allowance from the partial refund amount.

If the VISTA member exists early and the **Host Site** and Alliance agree to replace the VISTA position, a new \$500 nonrefundable recruiting fee would be due; however, the refund would be applied to the existing/new partner cost share. **Host Site** not in compliance with all program expectations and policies may not be eligible for a partial refund of the administrative fee.

6. Removal and Termination

CNCS will promptly respond to written requests by the Sponsor to remove any AmeriCorps VISTA member from the project in accordance with AmeriCorps VISTA regulations, policies and procedures. CNCS will effect removals of AmeriCorps VISTA members from Sponsors, and effect early terminations from the AmeriCorps VISTA program of AmeriCorps VISTA members. CNCS has sole responsibility to effect a Member's removal from a Sponsor, and termination from the AmeriCorps VISTA program.

7. Joint Responsibilities

Both parties to this Memorandum of Agreement shall:

- a. Make every reasonable effort to ensure that the health and safety of the AmeriCorps VISTA members are protected during the performance of their assigned duties. Neither the Alliance nor the **Host Site** shall assign or require AmeriCorps VISTA members to perform duties, which would jeopardize their safety or cause them to sustain injuries.
- b. Ensure that persons selected as AmeriCorps VISTA members are not related by blood, marriage, or adoption to **Host Site** staff, Alliance staff, officers or members of the Alliance's Board of Directors, or responsible Corporation program staff. A person cannot hold the position of AmeriCorps VISTA supervisor if a member of his/her immediate family exercises supervisory authority over the person. A person also cannot hold the position of AmeriCorps VISTA supervisor if he/she is related to the Corporation program official responsible for the AmeriCorps VISTA project.
- c. Ensure relationships between AmeriCorps VISTA members and staff members (including volunteer and contracted personnel) of the Corporation, Alliance, and **Host Site** that are exploitive or that have the appearance of partiality, preferential treatment, or the improper use of position for personal gain, are prejudicial to the morale of AmeriCorps VISTA members and will not be tolerated. Inappropriate relationships between AmeriCorps VISTA members and the aforementioned staff members are prohibited. Inappropriate relationships are those that compromise, or appear to compromise, supervisory authority or could result in preferential treatment. Relationships are prohibited if they appear to involve the improper use of rank or position for personal gain.

8. Non-Discrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project because of race, color, sex, national origin, religion, age, mental or physical disability (including AIDS), sexual orientation, or any other improper criterion. We strive to provide a work environment free of sexual, racial, national origin, religious or other unlawful harassment.

9 Legal Restrictions

The **Host Site** agrees that no AmeriCorps VISTA member assigned under this Agreement shall participate in or funds from the Corporation used in, the following activities when they would result in the identification of such programs with:

- a. Partisan and non-partisan political activities, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

10. The **Host Site** further agrees not to:

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voters transportation to the polls.
- b. Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for services.
- c. Compensate or permit compensation to the AmeriCorps VISTA members including compensation from beneficiaries for the service of the AmeriCorps VISTA members.
- d. Assign AmeriCorps VISTA members to direct service activities unless required as part of On Site Orientation & Training.
- e. Monetary living (living) allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor nor its Sites may supplement these allowances in a manner that would interfere with the member's experience of living at or below the poverty level. Sponsors and Sites are strictly prohibited from providing VISTA members or Summer Associates with monetary assistance.

11. Modifications

This Memorandum of Agreement may be amended at any time by an agreement in writing executed by authorized representatives of the Alliance and the **Host Site**.

12. Duration

This Agreement shall become effective on **March 25, 2019** and shall terminate on **March 25, 2020**, subject, however, to the terms of the paragraphs entitled “Duration” and “Termination” in the Memorandum of Agreement between the Corporation for National Service and the Alliance dated **September 16, 2018 –September 14, 2019.**

13. Termination

Any termination of the Memorandum of Agreement between the Alliance and the Corporation will result in the termination of all provisions of this Memorandum of Understanding except for paragraph 1.h.

14. Eligible Organizations

Public organizations such as state and local government organizations, Indian Tribes, and nonprofit private organizations may apply to be VISTA sponsors. Please note that eligible nonprofit private organizations are not limited to those with IRS 501(c) (3) status, but rather all organizations with IRS 501(c) status. Organizations that focus solely on advocacy and lobbying are not eligible.

“By signing this Memorandum of Understanding, I affirm this organization is a non-profit organization or public entity and therefore qualifies to be a VISTA member.”

Alliance of Arizona Nonprofits:

Host Site

By: _____
Kristen Merrifield
Chief Executive Officer

By: _____
Peggy Judd, Chair
Cochise County Board of Supervisors

Date: _____

Date: _____

Regular Board of Supervisors Meeting

Meeting Date: 04/23/2019

Buckle Up Arizona GOHS Grant

Submitted By: Tod Linendoll, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Tod Linendoll

TITLE of PRESENTER: Sergeant

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve Governor's Office of Highway Safety (GOHS) Contract 2019-CIOT-006 providing the Cochise County Sheriff's Office with \$6,000 to cover overtime expenses as well as employee related expenses, to participate in the two week "Buckle Up Arizona... It's the Law" program, effective, May 20, 2018 through June 2, 2018.

Background:

Motor vehicle collisions continue to be the leading cause of death, injury, and property damage in Arizona and the United States. A number of factors contribute to the risk of collisions including: vehicle design, speed of operation, road design, road environment, driver skill and/or impairment, and driver behavior. The human factor that has consistently been identified in reducing collisions and minimizing their effects is the consistent use of seat belts and child safety seats. This grant is valued at \$6,000.00 as provided by the Governor's Office of Highway Safety. It should be noted that Chief Civil Deputy County Attorney, Britt Hanson has reviewed and approved the form of contract.

Department's Next Steps (if approved):

If approved, the funds will be deployed in a manner consistent with the grant requirements in support of the Buckle Up Az campaign, with overtime and employee related expenses being covered.

Impact of NOT Approving/Alternatives:

If not approved, the Cochise County Sheriff's Office will not be able to deploy resources in support of the Buckle Up AZ campaign, as the budget and standard staffing levels will not permit

To BOS Staff: Document Disposition/Follow-Up:

Please return two (2) contracts with original signatures as provided.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Buckle Up Arizona GOHS Grant

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA: 20.616
1. APPLICANT AGENCY Cochise County Sheriff's Office	GOHS CONTRACT NUMBER 2019-CIOT-006	
ADDRESS 205 N. Judd Drive, Bisbee, Arizona 85603	PROGRAM AREA 405b	
2. GOVERNMENTAL UNIT Cochise County	AGENCY CONTACT Sean Gijanto	
ADDRESS 1415 Melody Lane, Bisbee, Arizona 85603	3. PROJECT TITLE Buckle Up Arizona Enforcement Campaign (CIOT)	
4. GUIDELINES 405b – Occupant Protection (OP)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 20, 2019 through June 2, 2019 to enhance seat belt and child safety seat usage throughout Cochise County.		
6. BUDGET COST CATEGORY	Project Period FY 2018	
I. Personnel Services	\$4,286.00	
II. Employee Related Expenses (40%)	\$1,714.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$6,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 06-02-19
CURRENT GRANT PERIOD	FROM: 05-20-19	TO: 06-02-19
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$6,000.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 919 vehicle occupants (driver/passenger) fatalities in 2017, of which 312 (34%) were unrestrained. Children under the age of five accounted for 2 passenger fatalities in 2017, of which 2 (100%) were unrestrained.

In 2017, seat belt usage in Arizona reached **85.9%**, a decrease of .2% since 2016. The noted decrease is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2014 through 2018 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2014	2015	2016	2017	2018
Total Front Seat Occupants Seat Belt Use	87.2%	86.6%	88.0%	86.1%	85.9%
All Drivers Seat Belt Use	87.1%	87.1%	88.2%	86.1%	88.4
Front Seat Passenger Seat Belt Use	87.7%	84.8%	87.3%	86.0%	90.8
Children Safety Restraint Use	N/A	N/A	N/A	N/A	N/A

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1-year-old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8-year-old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently exceeded the national average seat belt usage rate of 87% in 2014
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely-publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the **"Buckle Up Arizona... It's the Law!"** program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

OVERVIEW OF PROGRAM:

Federal 405b funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week **"Buckle Up Arizona"** enforcement campaign from **May 20, 2019 through June 2, 2019**.

The purpose of the campaign is for the Cochise County Sheriff's Office to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Cochise County Sheriff's Office will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

GOALS/OBJECTIVES:

The Cochise County Sheriff's Office is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Cochise County Sheriff's Office shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Cochise County Sheriff's Office is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities
- The Cochise County Sheriff's Office shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.
- The Cochise County Sheriff's Office shall submit a Final Enforcement Summary Report to GOHS no later than **June 7, 2019**.
- The Cochise County Sheriff's Office shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **June 14, 2019**.
- **The Cochise County Sheriff's Office shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency**

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Cochise County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCEDURE:

The Cochise County Sheriff's Office will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from May 20, 2019 through June 2, 2019

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Mark Dannels, Sheriff, Cochise County Sheriff's Office, shall serve as Project Director.

Sean Gijanto, Lieutenant, Cochise County Sheriff's Office, shall serve as Project Administrator.

Gabriela Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

FINAL ENFORCEMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **June 8, 2017**, to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **June 14, 2019**, to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on June 3, 2018 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$4,286.00
II.	Employee Related Expenses	\$1,714.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS**\$6,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of \$6,000.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to

the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations

for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(Registered Address & Zip Code)

Lobbying Restrictions**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Mark Dannels, Sheriff
Cochise County Sheriff's Office

***Signature of Authorized Official of
Governmental Unit:***

Peggy Judd, County Supervisor
Cochise County Board of Supervisors

Date

Telephone

Date

Telephone

Cochise County Sheriff's Office

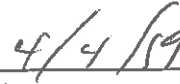
GOHS HIGHWAY
SAFETY CONTRACT

2019-CIOT-006

APPROVED AS TO FORM:



Britt W. Hanson, Civil Chief Deputy County Attorney



Date

Regular Board of Supervisors Meeting

Meeting Date: 04/23/2019

U.S. Department of Agriculture Agreement

Submitted By: Sean Gijanto, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Sean Gijanto **TITLE of PRESENTER:** Lieutenant

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve Cooperative Service Agreement No.19-73-04-0228-RA between Cochise County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service and Wildlife Services, to assign a Wildlife Specialist to Cochise County for predator and disease control under the Wildlife Damage Management program to be conducted effective, July 1, 2019 through June 30, 2020.

Background:

This agreement is a continuing annual agreement between Cochise County and the USDA, Animal and Plant Health Inspection Service, Wildlife Services. This agreement provides for a Wildlife Specialist to be assigned to Cochise County to manage damage caused by wild and feral animals to livestock, agriculture commodities and public health. The Wildlife Specialist works with the Sheriff's Office Animal Control Officers. The cost of the position and equipment to Cochise County is \$37,707. This is a slight increase of \$639.00 over the previous year. The remainder of costs related to this position to be borne by USDA. This agreement has been budgeted from the General Fund for the past several years.

Department's Next Steps (if approved):

Continue with the services as provided to mitigate predators and health issues related to animals within the county.

Impact of NOT Approving/Alternatives:

County Animal Control Officers are not able to respond to wildlife animal calls and therefore there will be a degradation in response to these calls.

To BOS Staff: Document Disposition/Follow-Up:

Please sign both agreements and return to the Sheriff's Office.

Attachments

USDA Wildlife Services Contract



United States
Department of
Agriculture

Date: March 29, 2019

Marketing and
Regulatory
Programs

Cochise County
1415 W. Melody Lane
Bisbee, AZ 85603

Animal and
Plant Health
Inspection
Service

Dear Chairman Judd,

Wildlife
Services

Enclosed for your signature are two original sets of the FY18 Annual Work and Financial Plan between the Cochise County and the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services.

8836 N 23rd Ave.,
Suite 2
Phoenix, AZ 85021
(602) 870-2081
Fax (602) 870-2951

If this meets your approval, please sign and return. Once I get all the signatures, I will send you a fully executed plan for your files.

Sincerely,

Daniel Williams
Budget Analyst
AZ State Office

Enclosure:

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2019 APR -2 PM 7:34



United States Department of Agriculture
Animal and Plant Health Inspection Service

Safeguarding American Agriculture

WORK AND FINANCIAL PLAN
between
COUNTY OF COCHISE
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Pursuant to Cooperative Service Agreement No. 18-73-04-0228-RA between County of Cochise (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for the Wildlife Damage Management program to be conducted from July 1, 2019 through June 30, 2020.

I. OBJECTIVES/GOALS

During the term of this Plan, WS will direct its efforts toward managing damage caused by wild and feral animals to livestock, other agriculture commodities, the public health and other property within the limitation of the funds provided by the Cooperator, the Arizona Department of Agriculture, and those allocated by WS to the program within Arizona.

According to Arizona Revised Statutes (ARS) § 3-2401 and § 3-2405, and in cooperation with APHIS-WS and other government agencies, the objectives of the work to be performed by the Wildlife Specialist(s) assigned to the Cooperator are listed below in order of priority:

- a. Direct efforts will be made to reduce the probability of transmission of zoonotic diseases to livestock, poultry, wildlife, and human populations through collection of diagnostic samples, and management of wildlife and feral animal populations that are vectors of zoonotic diseases.
- b. Direct efforts will be made to manage losses to livestock, poultry, and crops from damage and predation caused by wild and feral animals.
- c. Direct efforts will be made for the protection of residential areas and property, other industries, and wildlife from damage and predation by wild and feral animals.

II. PLAN OF ACTION

The funds provided by the Cooperator will pay for approximately one staff year (FTE) of effort by WS employees toward these objectives.

As identified in ARS § 3-2401 and § 3-2405, WS and the Cooperator shall cooperate in the damage management or relocation of predatory wildlife, noxious rodents and related animals that are injurious to livestock, poultry, game, agriculture, other industries and the public health in accordance with organized and systematic work plans.

In addition to above, WS will conduct feral, free-ranging and hybrid dog management to protect agriculture and animal Husbandry (e.g. Livestock, poultry) and natural resources in both rural and urban settings. Where applicable; WS will coordinate dog management with the Sheriff's office.

Protection of wildlife (i.e., game) will be in cooperation with the US Fish and Wildlife Service (migratory birds and threatened and endangered species) and/or Arizona Game and Fish Department. Annual work plans

are developed through consultations with the US Forest Service, Bureau of Land Management, and Arizona State Land Department with participation by the Arizona Game and Fish Department, and Arizona Department of Agriculture. Wildlife Services is also an active participant in the Arizona Livestock Incident Response Team.

Efforts will be made to increase cooperative funding by entering into Cooperative Service Agreements with additional interested counties (ARS § 3-2401) and by entering into cost share agreements with organizations and individuals within the State who require intensive and/or specialized wildlife damage management that is beyond the capability of the existing funding.

III. REPORTS

APHIS-WS will provide a quarterly report of activities to the Cooperator.

IV. COST ESTIMATE FOR SERVICES

The cooperator will reimburse APHIS-WS for expenses incurred, not to exceed **\$36,707**. WS shall submit quarterly bills for actual costs incurred to WS for performance of work as delineated in the Work Plan. Such costs may include, but are not limited to, salary/benefits, vehicle use, supplies/equipment, APHIS overhead and pooled cost. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories as needed.

Cochise Estimated Costs	
Salary/Benefits	\$31,869
Dept. of Ag	\$-3,000
Total	\$28,869
APHIS Overhead (16.15%)	\$4,662
Pooled Cost (11.0%)	\$3,176
Total	\$36,707

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

V. AUTHORIZATION

Pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Cochise County or its departments or agencies, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County or its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Changes to this Annual Work/Financial Plan will be accomplished through a written amendment, agreed to by the parties.

APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this agreement.

COUNTY OF COCHISE
COCHISE COUNTY BOARD OF SUPERVISORS
205 N. JUDD DRIVE
BISBEE, AZ 85603
520-432-9200
Tax Identification Number: 86-6000398 B

APPROVED AS TO FORM

Cochise County Attorney Date

Chairman, Cochise County Board of Supervisors

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

David Bergman, State Director, Arizona

Date

Jason Suckow, Director, Western Region

Date

WORK AND FINANCIAL PLAN
between
COUNTY OF COCHISE
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Pursuant to Cooperative Service Agreement No. 18-73-04-0228-RA between County of Cochise (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work Plan defines the objectives, plan of action, resources and budget for the Wildlife Damage Management program to be conducted from July 1, 2019 through June 30, 2020.

I. OBJECTIVES/GOALS

During the term of this Plan, WS will direct its efforts toward managing damage caused by wild and feral animals to livestock, other agriculture commodities, the public health and other property within the limitation of the funds provided by the Cooperator, the Arizona Department of Agriculture, and those allocated by WS to the program within Arizona.

According to Arizona Revised Statutes (ARS) § 3-2401 and § 3-2405, and in cooperation with APHIS-WS and other government agencies, the objectives of the work to be performed by the Wildlife Specialist(s) assigned to the Cooperator are listed below in order of priority:

- a. Direct efforts will be made to reduce the probability of transmission of zoonotic diseases to livestock, poultry, wildlife, and human populations through collection of diagnostic samples, and management of wildlife and feral animal populations that are vectors of zoonotic diseases.
- b. Direct efforts will be made to manage losses to livestock, poultry, and crops from damage and predation caused by wild and feral animals.
- c. Direct efforts will be made for the protection of residential areas and property, other industries, and wildlife from damage and predation by wild and feral animals.

II. PLAN OF ACTION

The funds provided by the Cooperator will pay for approximately one staff year (FTE) of effort by WS employees toward these objectives.

As identified in ARS § 3-2401 and § 3-2405, WS and the Cooperator shall cooperate in the damage management or relocation of predatory wildlife, noxious rodents and related animals that are injurious to livestock, poultry, game, agriculture, other industries and the public health in accordance with organized and systematic work plans.

In addition to above, WS will conduct feral, free-ranging and hybrid dog management to protect agriculture and animal Husbandry (e.g. Livestock, poultry) and natural resources in both rural and urban settings. Where applicable; WS will coordinate dog management with the Sheriff's office.

Protection of wildlife (i.e., game) will be in cooperation with the US Fish and Wildlife Service (migratory birds and threatened and endangered species) and/or Arizona Game and Fish Department. Annual work plans

are developed through consultations with the US Forest Service, Bureau of Land Management, and Arizona State Land Department with participation by the Arizona Game and Fish Department, and Arizona Department of Agriculture. Wildlife Services is also an active participant in the Arizona Livestock Incident Response Team.

Efforts will be made to increase cooperative funding by entering into Cooperative Service Agreements with additional interested counties (ARS § 3-2401) and by entering into cost share agreements with organizations and individuals within the State who require intensive and/or specialized wildlife damage management that is beyond the capability of the existing funding.

III. REPORTS

APHIS-WS will provide a quarterly report of activities to the Cooperator.

IV. COST ESTIMATE FOR SERVICES

The cooperator will reimburse APHIS-WS for expenses incurred, not to exceed **\$36,707**. WS shall submit quarterly bills for actual costs incurred to WS for performance of work as delineated in the Work Plan. Such costs may include, but are not limited to, salary/benefits, vehicle use, supplies/equipment, APHIS overhead and pooled cost. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories as needed.

Cochise Estimated Costs	
Salary/Benefits	\$31,869
Dept. of Ag	\$-3,000
Total	\$28,869
APHIS Overhead (16.15%)	\$4,662
Pooled Cost (11.0%)	\$3,176
Total	\$36,707

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

V. AUTHORIZATION

Pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Cochise County or its departments or agencies, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County or its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Changes to this Annual Work/Financial Plan will be accomplished through a written amendment, agreed to by the parties.

APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, the Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this agreement.

COUNTY OF COCHISE
COCHISE COUNTY BOARD OF SUPERVISORS
205 N. JUDD DRIVE
BISBEE, AZ 85603
520-432-9200
Tax Identification Number: 86-6000398 B

APPROVED AS TO FORM

Cochise County Attorney Date

Chairman, Cochise County Board of Supervisors

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Tax Identification Number: 41-0696271

David Bergman, State Director, Arizona

Date

Jason Suckow, Director, Western Region

Date

Regular Board of Supervisors Meeting

Meeting Date: 04/23/2019

Demands

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Meeting Date:** 04/23/2019

Revised and Consolidated Elections Services Fee Schedule Resolution 19-10

Submitted By: Lisa Marra, Elections**Department:** Elections**Presentation:** No A/V **Recommendation:** Approve
Presentation**Document Signatures:** BOS **# of ORIGINALS** 2
Signature **Submitted for Signature:**
Required**NAME** Lisa M. **TITLE** Elections Director
of PRESENTER: Marra **of PRESENTER:****Mandated Function?:** Not **Source of Mandate**
Mandated **or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Adopt Resolution 19-10 approving a consolidated schedule of fees and reimbursements for election services provided by the county and delegating authority to the County Administrator to execute intergovernmental agreements for election services.

Background:

The election services fee schedule was revised in 2014 and does not address vote by mail only elections or jurisdictions seeking to conduct an election by Vote Center if not held within a statewide election date. The current fee schedule is outdated and complicated for jurisdictions to forecast and budget costs to contract with the County to conduct elections on their behalf. The existing fees are not adequately covering the cost of conducting an election on behalf of a jurisdiction when it falls outside of the statewide consolidated election calendar.

A work session was held with the Board on February 12, 2019 to discuss this proposed fee schedule. The Board agreed this is the most effective use of taxpayer dollars for cost sharing and allows the County to continue conducting elections on the behalf of Jurisdictions at a cost that is equitable to all parties. A Public Hearing notice was posted in the San Pedro Valley News-Sun on March 20, 2019.

Department's Next Steps (if approved):

If approved, the fee schedule will go into effect June 1, 2019 prior to conducting any future elections. Notify City Clerks. Update IGA's for next election cycle.

Impact of NOT Approving/Alternatives:

The current complicated fee schedule will stay in place and not provide the best cost sharing and savings alternatives available which will mean the Elections Dept will be more heavily subsidized from the general fund instead of jurisdictions contributing to the cost of conducting their own elections. The fee schedule will remain outdated without addressing vote by mail or vote center elections which are alternatives for jurisdictions.

To BOS Staff: Document Disposition/Follow-Up:

Sign and record Resolution and return a copy to the Election Director.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Resolution

Public Notice

RESOLUTION 19 - _____

**ADOPTING A CONSOLIDATED SCHEDULE OF FEES AND REIMBURSEMENTS FOR
ELECTION SERVICES PROVIDED BY THE COUNTY AND DELEGATING AUTHORITY TO THE
COUNTY ADMINISTRATOR TO EXECUTE INTERGOVERNMENTAL AGREEMENTS FOR
ELECTION SERVICES**

WHEREAS, pursuant to A.R.S. § 36-341.A, the Board of Supervisors for the County of Cochise shall establish a schedule for reimbursement of Cochise County ("County") services, which shall not exceed the actual costs for the services provided by the County; and

WHEREAS, jurisdictions within Cochise County contract Cochise County through an Intergovernmental Agreement for election services pursuant to A.R.S. sec. 11-952, to be provided by the Elections Department; and

WHEREAS, pursuant to A.R.S. sec. 15-406(B) the Cochise County School Superintendent shall contract with the Board of Supervisors for election services; and

WHEREAS, Cochise County provides election services to jurisdictions within Cochise County through the Election Department and the Board of Supervisors' Office and pursuant to A.R.S. sec. 11-251.06, the Board of Supervisors may require jurisdictions to reimburse Cochise County for the cost of the services provided; and

WHEREAS, the cost to provide election services to Jurisdictions contracting with the County to conduct elections on their behalf is the current actual cost of providing Election Services, as specified in the accompanying Exhibit A; and

WHEREAS, the existing fee schedule does not address vote by mail or vote center elections specifically; and

WHEREAS, given that Intergovernmental Agreements for election services are standardized and numerous, the County Administrator has previously been delegated to execute Intergovernmental Agreements for election services provided to governmental

entities in Cochise County without being brought to the Board of Supervisors for approval; and

WHEREAS, this matter was noticed for public hearing, as required by A.R.S. § 11-251.08, and following this hearing the Board of Supervisors for the County of Cochise determined that these proposed revisions to the election services fees are necessary and appropriate.

NOW, THEREFOR, BE IT RESOLVED, that the Board of Supervisors for the County of Cochise adopts the following schedule of fees (as set forth in Exhibit A, attached hereto) for election services provided by the County, under provisions of A.R.S. §§ 36-187, 11-251.08 and 36-341.A, to be in effect on and after June 1, 2019, and delegates to the County Administrator, on behalf of the County, authority to execute Intergovernmental Agreements for election services provided to governmental entities in Cochise County; and

BE IT FURTHER RESOLVED, that any and all prior fee schedules adopted for election services are hereby rescinded, effective with the passage of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2019.

Peggy Judd, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board

Elda Orduno
Civil Deputy County Attorney

EXHIBIT A

COCHISE COUNTY ELECTION FEE SERVICES PROPOSED SCHEDULE 2019	<i>Elections consolidated with State or Federal Elections</i>	<i>Special & Non- Consolidated Vote by Mail Elections.</i>	<i>Special & Non- Consolidated Polling Place Elections must have minimum amt voters and would include PEVL ballot process</i>
Election Fee per registered voter	\$0.75	\$1.75	\$4.00
Election Fee if not met above	\$800	\$2,200	Must have 1000 min. voters to conduct
Cancel and Appoint	\$250	\$250	\$250
Cancel if programming started	Actual Cost	Actual Cost	Actual Cost
Recount per total ballots cast	Included	Included	Included
Info Pamphlet & Postage	Jurisdiction works with Supplier directly	Jurisdiction works with Supplier directly	Jurisdiction works with Supplier directly
Polling Place Rental if not consolidated with State election	Included	n/a	actual
Poll workers - Early Board	Included	Included	\$200
Poll workers - Inspector	Included	n/a	\$150
Poll workers - Marshall	Included	n/a	\$125
Poll workers - Judges/Clerks	Included	n/a	\$125
Poll workers - Troubleshooter	Included	n/a	\$125
Poll workers - Class	Included	Included	\$100
Poll workers mileage	Included	Included	IRS rate
Replacement Center Poll worker (2 required)	Included	One Included	n/a
Election Equipment - Tablet (min 2)	Included	n/a	\$50

Election Equipment - ExpressVote (min 2)	Included	n/a	\$125
Election Equipment - DS200 (1)	Included	n/a	\$500
Equipment Delivery Fee	Included	n/a	actual
Provisional Ballot Fee	Included	n/a	Included
Election Records Destruction	Included	Included	Included
Copy fee	\$0.30	\$0.30	\$0.30
Maps for Vote Location	Included	n/a	\$25.00
Recorder's Office Mailing Fees	Waived	Actual Cost (Additional)	Actual Cost (Additional)



**PUBLIC NOTICE
LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

Pursuant to A.R.S. §11-251.08, the general public is hereby notified that the Cochise County Board of Supervisors will hold a public hearing on April 23, 2019 at 10:00 A.M. to consider adopting a consolidated schedule of fees and reimbursements for election services provided by the county to jurisdictions contracting with the county to conduct elections on their behalf. This fee schedule would be effective June 1, 2019.

This hearing will be held at the Cochise County Board of Supervisors Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona 85603.

Details of the fee schedule are on file in the Elections Department and may be examined during office hours. Inquiries may be directed to Lisa Marra, Elections Director, by calling 520-432-8970 or by email to Lmarra@cochise.az.gov.

Published this 20th day of March, 2019
San Pedro Valley News-Sun #143470
Lisa M. Marra, Election Director

Posted on _____ by _____
Date Staff Name/Initials

Regular Board of Supervisors Meeting

Board of Supervisors

Meeting Date: 04/23/2019

Agreement to Assign Recreational Access Agreement for Access to Whetstones from County to AZ Game and Fish Commission

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 3

NAME of PRESENTER: Britt Hanson **TITLE of PRESENTER:** Chief Civil Deputy, County Attorney

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve Recreational Access Agreement to Assign Access to Whetstone Mountains/National Forest from the County to the Arizona Game and Fish Commission.

Background:

El Dorado Benson LLC previously granted the County a perpetual non-exclusive recreational access easement for the purpose of providing public access to the National Forest in the Whetstone Mountains. This grant of easement was formalized in a written agreement, signed by the County and El Dorado on February 27, 2018. At the time, it was contemplated that ultimately the County would assign the easement to the Arizona Game and Fish Commission since it will be responsible for building and maintaining the access road on the easement. The Agreement to Assign being presented in this agenda item will finalize that assignment.

Department's Next Steps (if approved):

Have El Dorado and Game and Fish sign the Agreement and record it.

Impact of NOT Approving/Alternatives:

The County will retain the access easement, Game and Fish will not receive it, and the road will not get built unless the County chose to pay for building and maintaining the road.

To BOS Staff: Document Disposition/Follow-Up:

Have the Chair sign the Agreement, send it to El Dorado and Game and Fish for signatures.

Attachments

Agreement

After recording, return to:
Arizona Game and Fish
5900 W. Carefree Highway
Phoenix, AZ 85086
Attn: _____

Space above this line for Recorder's Use Only

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is made and entered into this 20th day of February, 2019, by and between **EL DORADO BENSON, LLC**, an Arizona limited liability company ("**El Dorado**"), **COCHISE COUNTY ARIZONA**, a political subdivision of the State of Arizona ("**County**"), and **THE STATE OF ARIZONA**, by and through the **ARIZONA GAME AND FISH COMMISSION** (the "**Commission**").

RECITALS

A. The County was previously granted by El Dorado, as the owner of certain real property located in Cochise County, Arizona, a perpetual non-exclusive recreational access easement in gross over and across a portion of the that real property for the purpose of providing public access to the Whetstone Mountains. This easement was formalized via written agreement titled Easement Conveyance Agreement for Recreational Access, signed by the County and El Dorado on February 27, 2018, and further by an additional written agreement between the County and El Dorado, signed and recorded as the Recreational Access Easement Agreement in the records of Cochise County, Arizona as Document 2018-03480 (recorded on February 27, 2018). The Easement Conveyance Agreement for Recreational Access and the Recreational Access Easement Agreement are referred to herein collectively as the "**Easement**."

B. The Easement includes a provision allowing the County to assign its rights and obligations under the Easement to another governmental agency, including the State of Arizona acting through the Commission, with the written consent of El Dorado. The parties desire to convey the County's rights and obligations in the Easement to the Commission, and the Commission approved the acceptance of the Easement on May 4, 2018.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, restrictions, and requirements contained herein, the parties agree as follows:

1. Assignment. The County hereby assigns all of its rights and obligations under the Easement to the Commission.
2. Consent to Assignment. El Dorado hereby consents to the County's assignment of all of its rights and obligations under the Easement to the Commission.
3. Acceptance of Assignment. The Commission hereby accepts the assignment of all of the rights and obligations of the County under the Easement and agrees to comply with the terms thereof. The County is hereby released from any and all obligations under the terms of the Easement.

IN WITNESS WHEREOF, the parties have executed this Assignment effective the date first above set forth.

[Signature pages to follow]

Cochise County, a political subdivision
of the State of Arizona

By: _____

Peggy Judd, Chairwoman

Attest:

Title: Clerk of the Board

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Cochise)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by Peggy Judd as Chairwoman of the Cochise County Board of Supervisors.

Notary Public
My commission expires: _____

By: Michael J. Reed, Jr.
Its: Administrative Agent

STATE OF ARIZONA)
) SS.
COUNTY OF Maricopa)

Louise L. Leland
Notary Public



State of Arizona, by the Arizona Game and Fish Commission.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of 201__ by Ty E. Gray, Director of the Arizona Game and Fish Department and Secretary to the Arizona Game and Fish Commission.

Notary Public
My commission expires: _____.

Action 9.
County Schools

Regular Board of Supervisors Meeting

Meeting Date: 04/23/2019

Healthy Families-Healthy Youth IGA

Submitted By: Johanna Scott, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1
Submitted for Signature:

NAME Jacqui Clay
of PRESENTER:

TITLE Cochise County
of PRESENTER: Superintendent of
Schools

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve a Grant Agreement between the Cochise County School Superintendent's Office (CCSSO) and the Governor's Office, for a seventh grade drug prevention program in the amount of \$53,754, effective October 1, 2018 through June 30, 2019.

Background:

The award amount of \$53,754 is to be used by the CCSSO to provide students and parents with education regarding substance and drug abuse. The award amount will be distributed among the CCSSO and 3-4 school districts.

Department's Next Steps (if approved):

The CCSSO will select and secure the participation of 3-4 middle schools and will include the entire 7th grade population of each.

Impact of NOT Approving/Alternatives:

If not approved, we will be unable to educate parents and students with up to date information regarding substance and drug abuse.

To BOS Staff: Document Disposition/Follow-Up:

Upon board approval, the IGA needs to be signed by Peggy Judd, and returned to Johanna Scott at the CCSSO.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Healthy Families Grant Approval Form

IGA Healthy Families

Attachment B

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

**INTERGOVERNMENTAL AGREEMENT
NO. IGA-SABG-MS-100118-02**

Between the

**STATE OF ARIZONA
GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY**

And the

COCHISE COUNTY SCHOOL SUPERINTENDENT'S OFFICE

This Intergovernmental Agreement ("Agreement") is entered into by and between the State of Arizona, the Governor's Office of Youth, Faith and Family, located at 1700 West Washington, Suite 230, Phoenix, Arizona 85007 ("GOYFF" or "State of Arizona") and the Cochise County School Superintendent's Office, located at 100 Clawson Avenue, P.O. Drawer 208, Bisbee, Arizona 85603 (collectively the "parties").

WHEREAS, the United States Department of Health and Human Services provided funding to the Arizona Department of Health Services under the Substance Abuse Block Grant ("SABG"). The SABG is administered through the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services. The C.F.D.A. number is 93.959.

WHEREAS, the Arizona Department of Health Services provided Substance Abuse Block Grant Funding to the Governor's Office of Youth, Faith and Family under Interagency Service Agreement No. HS632006.

WHEREAS, A.R.S. §41-101.01 authorizes the Governor's Office of Youth, Faith and Family to execute and administer agreements and accept and expend any funds received from the federal government or any agency thereof.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services.

WHEREAS, A.R.S. §15-301 authorizes the Cochise County School Superintendent's Office to enter into agreements with other governmental entities and agencies in order to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, and municipal libraries within the county.

THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this Agreement as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a SABG cost-reimbursement grant award to the Cochise County School Superintendent's Office as pass-through funding to support events at middle schools selected by the Cochise County School Superintendent's Office for implementation of the Healthy Families-Healthy Youth Pilot Program.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

The term of the Agreement shall commence October 1, 2018, and shall remain in effect until June 30, 2019, contingent upon GOYFF's receipt of final federal SABG funding, unless terminated, canceled, or extended as otherwise provided herein.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The GOYFF agrees that regardless of its termination date with the Cochise County School Superintendent's Office, the Cochise County School Superintendent's Office may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall be made in writing and signed by both parties.

III. DESCRIPTION OF SERVICES

The Cochise County School Superintendent's Office shall:

1. Provide oversight on the Healthy Families-Healthy Youth Pilot Program ("Program") in accordance with Attachment A (entitled *Scope of Work*, incorporated into this Agreement in its entirety and Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety).
2. Use the SABG grant award as pass-through funds for the events at the middle schools chosen by the Cochise County School Superintendent to support the Program.
3. Manage and use the grant funds in accordance with the scope of work and budget activities for the Joyce Clark; St. David; and Willcox Middle Schools in Attachment A.
4. Assist the middle schools and the GOYFF with the submission of programmatic reports and program invoices.

The GOYFF shall:

1. Provide program oversight and engagement.
2. Offer technical assistance and communication.

IV. REPORTING REQUIREMENTS

The Cochise County School Superintendent's Office shall submit detailed invoices and programmatic reports detailing all services rendered in accordance with this Agreement on a monthly basis. The reporting deadlines for the web portal are:

- February 28, 2019
- March 31, 2019
- April 30, 2019
- May 31, 2019

Any due dates that occur on a weekend or holiday shall be due on the following business day.

V. MANNER OF FINANCING

The GOYFF shall:

1. Provide no more than \$53,754 to the Cochise County School Superintendent's Office, for costs associated with the activities listed in (i) this Agreement; (ii) Attachment A (entitled *Scope of Work*, incorporated into this Agreement in its entirety); and (iii) Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety).
2. Provide payment upon receipt and GOYFF's approval of the detailed invoices for services performed or goods received.

The Cochise County School Superintendent's Office shall:

1. Use the SABG funds received from GOYFF exclusively to support the activities outlined in (i) this Agreement; (ii) Attachment A (entitled *Scope of Work*, incorporated into this Agreement in its entirety); and (iii) Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety).
2. Obtain prior written approval from GOYFF for a funding variance is required.
3. Agree that all reimbursement of in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at <https://gao.az.gov/travel/welcome-gao-travel>. There shall be no reimbursement of out-of-state travel expenses.
4. All questions regarding the appropriate use of the SABG funds shall be resolved by mutual written agreement between the Cochise County School Superintendent's Office and the GOYFF.

VI. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf. The Cochise County School Superintendent's Office warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the GOYFF under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the GOYFF at the end of the period for which funds are available. No liability shall accrue to GOYFF/Arizona Office of the Governor in the event this provision is exercised, and the GOYFF/Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, the Cochise County School Superintendent's Office shall defend, indemnify, and hold harmless the State of Arizona, GOYFF, the Governor's Office, and all of their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs

of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cochise County School Superintendent's Office or any of its owners, officers, directors, agents, employees, contractors, or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such the Cochise County School Superintendent's Office to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Cochise County School Superintendent's Office from and against any and all claims. It is agreed that the Cochise County School Superintendent's Office will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Cochise County School Superintendent's Office agrees to waive all rights of subrogation against the State of Arizona, GOYFF, the Governor's Office, and all of their officers, officials, agents, and employees for losses arising from the work performed by the Cochise County School Superintendent's Office for the State of Arizona.

IX. INSURANCE

The Cochise County School Superintendent's Office is a public entity and shall provide a certificate of self-insurance.

X. OTHER

It is agreed that the parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

The parties agree to follow all applicable laws, rules and regulations in the performance of work in furtherance of the Substance Abuse Block Grant initiative and this Agreement.

XI. NOTICES

The Cochise County School Superintendent's Office shall address all notices relative to this Agreement to:

Alfreda Moore
Program Administrator
Governor's Office of Youth, Faith and Family
1700 West Washington, Suite 230
Phoenix, Arizona 85007

The GOYFF shall address all notices relative to this Agreement to:

Jacqui Clay
Cochise County School Superintendent
100 Clawson Avenue
P.O. Drawer 208
Bisbee, Arizona 85603

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

**COCHISE COUNTY BOARD
OF SUPERVISORS**

**GOVERNOR'S OFFICE OF YOUTH,
FAITH AND FAMILY**

Peggy Judd
Chairperson, Cochise County Board
of Supervisors

Maria C. Fuentes	Date
Director	

Travis Price
Compliance Finance and Procurement Manager
Office of the Governor

Approved as to Form on Behalf of Cochise County

Britt Hanson Date

ATTACHMENT B
FEDERAL TERMS AND CONDITIONS

I. KEY PERSONNEL

It is essential that the Cochise County School Superintendent's Office train and provide adequate, experienced personnel, capable of and devoted to the successful accomplishment of projects that may be performed under this Agreement. The Cochise County School Superintendent's Office must agree to assign experienced individuals to project positions.

- A. The Cochise County School Superintendent's Office agrees that, once assigned to work on a project under this Agreement, key personnel should not be removed or replaced without prior written notice to the GOYFF.
- B. If key personnel are not available for work on a specific project, for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Cochise County School Superintendent's Office shall immediately notify the GOYFF Program Administrator and shall, subject to the concurrence of the GOYFF, replace such personnel with personnel of substantially equal ability and qualifications.
- C. The Cochise County School Superintendent's Office shall assign specific individuals to the key programmatic and fiscal positions and other changes to key personnel, specifically the Cochise County School Superintendent's Office's SABG Coordinator must be reported on or before the effective date of such change to the GOYFF.

II. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA") OF 1996

- A. The Cochise County School Superintendent's Office warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH ACT") of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. Cochise County School Superintendent's Office warrants that it will cooperate with the GOYFF in the course of performance of the Agreement so that both GOYFF and the Cochise County School Superintendent's Office will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology ("ADOA-ASET") Office, the ADOA-ASET Arizona State Chief Information Security Office and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. The Cochise County School Superintendent's Office will sign any documents that are reasonably necessary to keep GOYFF and the Cochise County School Superintendent's Office in compliance with HIPAA, including, but not limited to, business associates agreements.
- B. If required by the GOYFF, the Cochise County School Superintendent's Office agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, the Cochise County School Superintendent's Office agrees to attend or participate in HIPAA training offered by the GOYFF or to provide written verification that the Cochise County School Superintendent's Office has attended or participated in job related HIPAA training that is (1) intended to make the Cochise County School Superintendent's Office proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

III. AGREEMENT RENEWAL

The Agreement shall not bind nor purport to bind the GOYFF for any contractual commitment in excess of the original Agreement period or amount. The GOYFF shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new contract. Consideration for renewal will also be based on results of program and fiscal monitoring.

IV. FUND MANAGEMENT

The Cochise County School Superintendent's Office must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Cochise County School Superintendent's Office must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Cochise County School Superintendent's Office must maintain adequate business systems to comply with federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The GOYFF reserves the right to review all business systems policies.

V. DUNS/CCR

Each successful recipient who is awarded funding must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

VI. FFATA REPORTING REQUIREMENTS

The Cochise County School Superintendent's Office is required to provide certain information pursuant to the Federal Funding Accountability and Transparency Act of 2006 reporting requirements (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252) "FFATA"). FFATA requires that certain information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

VII. PUBLIC HEALTH LAW

Comply with all Public Health Law at <http://www.samhsa.gov/grants/block-grants/laws-regulations> and Terms and Conditions of Notice of Grant Award including, but not limited, to:

- A. Confidentiality of Alcohol and Drug Patient Records (42 C.F.R. Part 2);
- B. Charitable Choice Provisions; Final Rule (42 C.F.R. Part 54 and 54a);
- C. Substance Abuse Prevention and Treatment Block Grant; Interim Final Rule (45 C.F.R. 96.45, 96.51, and 96.120-121);
- D. Health Omnibus Programs Extension Act of 1988, Subtitle E General Provisions, November 4, 1988 (P.L. 100-607) [.pdf] (42 U.S.C. 300ee-5);
- E. Children's Health Act of 2000 [P.L. 106310], October 17, 2000;
- F. ADAMHA Reorganization Act of 1992 [P.L. 102-321], July 10, 1992; and
- G. Public Health Service Act [includes Title V and Title XIX].

Action 10.
County Sheriff

Regular Board of Supervisors Meeting

Meeting Date: 04/23/2019

Operation Stone Garden Grant (Overtime/Mileage and Equipment)

Submitted By: Ken Foster, County Sheriff

Department: County Sheriff

Presentation: PowerPoint

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 4

NAME of PRESENTER: Ken Foster

TITLE of PRESENTER: Lieutenant

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ARS 11-441

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve reoccurring contract for Stone Garden funding from the Department of Homeland Security (DOHS) in the amount of \$570,000 in overtime and mileage to participate in the operation to detect, deter and/or arrest subjects who smuggle humans or drugs illegally into the country; and \$917,052 for the purchase of additional equipment to assist in the mission to secure the border, effective April 1, 2019 through March 31, 2020.

Background:

The Sheriff's Office has a contract (re-occurring) for funding in Operation Stone Garden. The funding is to be utilized to assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. This funding allows the Sheriff's Office to place and dispatch additional resources (patrol units and detectives) in the field to locate, monitor, arrest and/or detain subjects and suspects involved in the above illegal activity. The funding also allows the Sheriff's Office to patrol remote areas of the county (like Portal AZ) during this operation/detail; where regular on duty patrol units cannot due to calls for service in more populated areas of the county. Units working the Stone Garden Operations main function(s) are to look for and combat the above mentioned illegal activities; however, the additional units are also available to assist the public as necessary.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will start/continue to participate with the US Border Patrol in Operation Stone Garden. Also, the Sheriff's Office will purchase the already approved (through the US Border Patrol and DOHS) equipment that will be utilized in the operations.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will not be a participant in this program. Further, numerous other operations/multi-agency details to assist in combating illegal immigrant and drug smuggling are funded through Operation Stone Garden and without approval, the Sheriff's Office will no longer be able to participate in these details/operations.

To BOS Staff: Document Disposition/Follow-Up:

Please return two copies with original signatures to the Sheriff's Office.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

SG Over Time Grant

2018 PP Presentation

Grant Approval Form OT

SG Equipment Grant

Grant Approval Form Equipment

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME-MILEAGE**

18-AZDOHS-OPSG-180401-02

(Enter Subrecipient Agreement number above (e.g., 180XXX-XX))

Between

**The Arizona Department of Homeland Security
And**

Cochise County Sheriff's Office

(Enter the name of the Subrecipient Agency above)

DUNS Number 179281282

(Enter the DUNS number above)

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Cochise County Sheriff's Office

(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **April 1, 2019** and shall terminate on **March 31, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"OPSG Overtime-Mileage"** and funded at \$ **570,000.00** (as may have been modified by the award letter).

(Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

a) Provide up to \$ **570,000.00** to the Subrecipient for services provided under Paragraph III. (Enter funded award amount above)

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov.

Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance.

The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs

(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by

the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

- a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
- b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.
- f) Equipment Record Retention
 - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1 – December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AE - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AF - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article AG - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AL - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Sheriff Mark J. Dannels
Enter Title, First & Last Name Above
Cochise County Sheriff's Office
Enter Agency Name Above
205 N. Judd Drive
Enter Street Address Above
Bisbee, AZ 85603
Enter City, State, ZIP Above

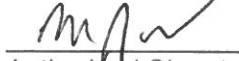
XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office

Enter Agency Name Above



Authorized Signature Above

Mark J. Dannels, Sheriff

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Peggy Judd, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board



Britt Hanson
Chief Civil Deputy County Attorney



FY 18 Stone Garden Grant

Operation Stone Garden FY 2018

April 9, 2019

Ken Foster, Lieutenant
Cochise County Sheriff's Office



FY 18 Stone Garden Grant

- Federal grant funding provided to local law enforcement agencies to combat human/drug trafficking and associated crimes.
- Recurring every year, differing amounts for overtime and equipment.

Benefits:

- Increase proactive enforcement/patrol without negatively affecting scheduling.
- Increase proactive enforcement/patrol with minimal impact on general fund.
- Provides ability, with minimal cost to general fund, to meet our goal of 24/7 coverage.
- Most important, provides a higher quality of service to the citizens of Cochise County by enabling CCSO to specifically deal with ongoing crimes and issues associated to the border. Provides overtime to pay for extra targeted area details



FY 18 Stone Garden Grant

- SG is a reimbursement grant that pays employee related expense (ERE) costs including:
 - Public Safety Retirement
 - Workmen's Comp
 - Social Security Taxes (includes FICA)
- Beneficial to PSPRS
- Beneficial to the economy of Cochise County



FY 18 Stone Garden Grant

Fiscal Year 2018 Budget

- Cochise County was awarded \$570,000.00 in Overtime and Mileage to participate in Operation Stone Garden FY 2018.
- This is \$130,000.00 less than amount the Sheriff's Office received last year under this grant due to our "burn rate", (overtime monies spent per month under this funding source).



FY 18 Stone Garden Grant

Fiscal Year 2018 Budget

- The Cochise County Sheriff's Office was also awarded \$917,052.00 to purchase equipment under the FY 2018 Operation Stone Garden grant. The purchased equipment will greatly assist the Sheriff's Office in providing services to the citizens of Cochise County.



FY 18 Stone Garden Grant

Fiscal Year 2018 Budget Simulcast Repeater Site

- The Cochise County Sheriff's Office (CCSO) is requesting funding through Operation Stone Garden to purchase a Simulcast Repeater Site, with all associated equipment, to further enhance communications capabilities between all law enforcement agencies with in Cochise County.
- CCSO has built a 700 MHz, digital, P25 truck radio system at eleven tower sites throughout Cochise County. Sierra Vista Police Department has participated in this process. To provide county wide coverage, there needs to be another simulcast repeater site developed at on the east boundary of Fort Huachuca which is the west boundary for the City of Sierra Vista. In this boundary area, there is already a tower that can be used for the development of a simulcast repeater. Adding a simulcast repeater site will enhance the existing 700MHz, digital, P25 trunked radio system in Cochise County.



FY 18 Stone Garden Grant

Fiscal Year 2018 Budget Simulcast Repeater Site

- The 700 MHz, digital, P25 truck radio system, is capable of AES Encryption. Sierra Vista Police Department and U.S. Marshalls Service (Arizona) are already using the 700 MHz trunked system. This radio system is capable of networking with other State and Federal radio systems. Due to the radio coverage being provided by this radio system, Border Patrol or other Federal agencies could easily program their radios for use on this system. It will greatly enhance their coverage area throughout Cochise County including the border regions and provide much needed coverage the ability for federal, state and local law enforcement agencies to communicate via radio. The total cost of this project is \$617,052.00.
- The US Border Patrol within Cochise County was contacted and advised of this project. The US Border Patrol approves of the purchasing of this equipment and the completion of this project through this funding source.



FY 18 Stone Garden Grant

Fiscal Year 2018 Budget

License Plate Readers

- Criminal syndicates operating in Mexico that are familiar with traditional law enforcement and border patrol operations and as a result they are known to employ innovative methods to traffic illicit contraband and smuggle illegal immigrants cross the International Border.
- The Cochise County Sheriff's Office has applied for eight license plate readers. Our intention is to deploy this equipment along prime roadways prone to invoke illegal activity and utilize this technology to uncover vehicles and/or "persons of interest" transporting narcotics, undocumented aliens, weapons or illegal proceeds from Mexico into the United States or vice versa.



FY 18 Stone Garden Grant

Fiscal Year 2018 Budget

License Plate Reader

- Through diligence and strict enforcement along potential avenues of entry or major thoroughfares the sheriff's office will attempt to close those corridors utilized by criminals or terrorists whose purpose is to disrupt national security, inflict injury or perpetrate unlawful acts against the United States or upon the citizens of Cochise County. These license plate readers will aid greatly toward accomplishing this goal.
- In utilizing this equipment, CCSO will share the images and intelligence gained from the requested purchased equipment with our federal and state partners. The information sharing from this project will further aid in our efforts to secure our border and to make our communities safer. The total cost of this project is \$300,000.00.



FY 18 Stone Garden Grant

Deployments

- The Cochise County Sheriff's Office deploys deputies in support of Operation Stone Garden 7 days a week.
- Deputies are required to contact either the Brian Terry Border Patrol Station (Naco), Douglas Border Patrol Station or the Willcox Border Patrol Station to check on duty and received an assignment within those stations Area of Responsibility (AOR).
- Deputies also participate in Alliance to Combat Transnational Threats (ACTT) Operations with our federal partners and other local agencies where funds from this grant pay for the overtime and mileage.



FY 18 Stone Garden Grant

Deployments Cont.

- Stone Garden operations/deployments allow the Sheriff's Office to put more deputies on the road in high traffic areas and remote areas we normally are not able to regularly patrol due to low staffing levels.
- Stone Garden deployments allows CCSO to schedule up to 10 additional deputies a day county wide to augment normal patrol shifts in providing services to the citizens of Cochise County.



FY 18 Stone Garden Grant

FY 2016 Year End Statistical Data

• Traffic Stops:	6916
• Citations:	1599
• Felony Arrests:	167
• Misdemeanor Arrests:	321
• Marijuana Seized:	5,800.519 pounds
• Cocaine Seized:	13.05 grams
• Methamphetamine Seized:	1.93 ounces
• Heroin Seized:	8.13 ounces
• Illegal Aliens:	90
• Recovered Stolen Vehicles:	5
• Seized Vehicles:	10
• Weapons/Ammunition Seized:	7 weapons/4000 rounds of 7.62 ammunition



FY 18 Stone Garden Grant

FY 2017 Year End Statistical Data

• Traffic Stops:	8522
• Citations:	1041
• Felony Arrests:	138
• Misdemeanor Arrests:	327
• Marijuana Seized:	113 pounds
• Cocaine Seized:	13.06 grams
• Methamphetamine Seized:	3.3 ounces
• Heroin Seized:	11.1 grams
• Prescription Pills Seized:	430
• Illegal Aliens:	329
• Recovered Stolen Vehicles:	4
• Seized Vehicles:	32
• US Currency Seized:	\$18,510.00



FY 18 Stone Garden Grant

Economic Benefits

- Direct effect: The initial spending or investment on activity, which reflects the initial impact to the economy. The direct effect is usually close to or exactly the expenditure associated with the economic event which in this case is the utilized portion of the Stone Garden grant in each year.
- Induced effect: Additional spending that results from changes in wage expenditures. In other words, employees working that receive Stone Garden overtime will likely spend their higher wages at an assortment of businesses and suppliers of goods and services. To meet the increased demand for those goods and services, the business, in turn, will either hire more workers or increase wages to keep up with the Stone Garden-driven demand.



FY 18 Stone Garden Grant

FY 2018 Stone Garden Grant

\$570,000.00 allocated to Cochise County

\$40,000.00 to be used for mileage

\$205,000.00 used for employee related expenses (ERE)

- Which includes PSPRS, FICA and Workmen's comp

\$325,000.00 actual overtime payment to be received by the deputies



FY 18 Stone Garden Grant

- Dr. Robert Carreira, Chief Economist, Cochise College

Initial direct increase in deputy overtime pay (input)	\$325,000
Indirect and induced earnings	\$48,100
Total change in earnings (direct, indirect, and induced)	\$373,100
Direct, indirect, and induced resultant household spending	\$185,500
Tax Revenue	\$22,700
Cochise County	\$4,400
Municipalities (combined)	\$7,900
School Districts (combined)	\$9,400
Special Districts (combined)	\$1,000



FY 18 Stone Garden Grant

- Dr. Robert Carreira, Chief Economist, Cochise College
- As for the long-term unfunded liability, it would likely affect mostly just those who plan to retire in the next 3 years.
- CCSO currently has five employees who could fall under this category who work Operation Stone Garden.
- CCSO currently has twenty six employees who have less than ten years of service who work Operation Stone Garden.



FY 18 Stone Garden Grant

Economic Benefits –Additional Considerations

- Stone Garden will affect the tax revenue for the County and other taxing authorities.
- Potentially lower crime rates and cost savings derived from lower crimes rates related to the additional border security investment funded by Stone Garden.
- Higher property values and incremental business investment and attractiveness related to lower crime rates and increased perception of community safety.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT**

18-AZDOHS-OPSG-180401-03

(Enter Subrecipient Agreement number above (e.g., 180XXX-XX))

Between

**The Arizona Department of Homeland Security
And
Cochise County Sheriff's Office**

(Enter the name of the Subrecipient Agency above)

DUNS Number 179281282

(Enter the DUNS number above)

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Cochise County Sheriff's Office

(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **April 1, 2019** and shall terminate on **March 31, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"OPSG Equipment"** and funded at **\$917,052.00** (as may have been modified by the award letter).

(Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

a) Provide up to **\$917,052.00** to the Subrecipient for services provided under Paragraph III. (Enter funded award amount above)

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov.

Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance.

The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs

(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by

the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

- a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
- b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.
- f) Equipment Record Retention
 - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) **Final Quarterly Report:**

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) **Property Control Form – if applicable:**

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. **In case of equipment disposition:**

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) **Financial Reimbursements**

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AE - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AF - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article AG - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AL - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

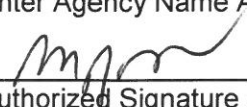
The AZDOHS shall address all notices relative to this Agreement to:

Sheriff Mark J. Dannels
Enter Title, First & Last Name Above
Cochise County Sheriff's Office
Enter Agency Name Above
205 N. Judd Drive
Enter Street Address Above
Bisbee, AZ 85603
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office
Enter Agency Name Above

Authorized Signature Above
Mark J. Dannels, Sheriff
Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Peggy Judd, Chairperson
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board



Britt Hanson
Chief Civil Deputy County Attorney

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

Regular Board of Supervisors Meeting**Meeting Date:** 04/23/2019

TB Screening and Treatment

Submitted By: Ray Falkenberg, Health & Social Services**Department:** Health & Social Services**Presentation:****Document Signatures:****NAME of PRESENTER:** Carrie Langley**Mandated Function?:****Recommendation:****# of ORIGINALS** 0**Submitted for Signature:****TITLE of PRESENTER:** H&SS Director**Source of Mandate or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information**Agenda Item Text:**

Approve a one-time \$29,724 donation from the Arizona Community Foundation (ACF) for early screening and treatment for tuberculosis, effective April 15, 2019 through June 30, 2019.

Background:

The one-time grant is coming from one of ACF's component funds, the Minnie M. Ross fund. The late Minnie Ross set up a fund to support tuberculosis treatment in Arizona, particularly along the border. The grant is to CHSS for its program providing early screening and treatment for TB.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

CHSS will be limited in its ability to expand TB screening and treatment activities.

To BOS Staff: Document Disposition/Follow-Up:

N/A

Budget Information

Information about available funds

Budgeted: ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Fiscal Year:** 2019**One-time Fixed Costs? (\$\$\$):****Ongoing Costs? (\$\$\$):****County Match Required? (\$\$\$):****A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 0**Source of Funding?:****Fiscal Impact & Funding Sources (if known):**

Attachments

Exec Summary
Grant Approval Form

Executive Summary Form

Agenda Number:

TB screening and treatment

Recommendation:

Accept a one-time \$29,724 donation from the Arizona Community Foundation (ACF) for early screening and treatment for tuberculosis.

Background (Brief):

The one-time grant is coming from one of ACF's component funds, the Minnie M. Ross fund. The late Minnie Ross set up a fund to support tuberculosis treatment in Arizona, particularly along the border. The grant is to CHSS for its program providing early screening and treatment for TB.

Fiscal Impact & Funding Sources:

Net county subsidy is calculated as follows:

Budgeted Salaries/EREs	\$	0
A-87 OH @ 46.98%		0
Authorized OH	\$	0
Net County Subsidy	\$	0

Next Steps/Action Items/ Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

CHSS will be limited in its ability to expand TB screening and treatment activities.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

Regular Board of Supervisors Meeting**Meeting Date:** 04/23/2019

State and Federal Legislation Discussion

Submitted By: Melissa Belasco, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V **Recommendation:**
Presentation**Document Signatures:** **# of ORIGINALS**
Submitted for Signature:**NAME** na **TITLE** na
of PRESENTER: **of PRESENTER:****Mandated Function?:** **Source of Mandate**
or Basis for Support?:**Information****Agenda Item Text:**

Discussion and possible action regarding state and federal legislative matters listed or described in the attached County Supervisors Association Legislative Policy Committee Agenda, the Arizona Association of Counties (AACo) Legislative Policy Committee Agenda, and the proposed State budget, and other matters related thereto.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**April 12, 2019 LPC UpdateApril 18, 2019 LPC Update

CSA Bills

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2429	appropriations; EORP contributions; counties				SPONSORS: THORPE, LAWRENCE			
					1st Read: 01/30		2nd Read: 01/31	
					GOV 02/07 - DP 10-1-0-0-0-0	03/14 - DP	03/19 - FAILED	
					APPROP 02/13 - DP 11-0-0-0-0-0		17-42-1-0-0-0	
					RULES 03/06 - C&P 7-0-0-0-1-0			
					Maj Caucus: 03/07 Min Caucus: 03/07			
	Comments: Provides permanent relief of \$3 million dollars to counties with a population of less than \$350,000.							
HB2467	west basin water users; committee NOW: committees; west basin water users				SPONSORS: COBB			
	1st Read: 03/12		2nd Read: 03/13		1st Read: 02/04		2nd Read: 02/05	
	WAG 03/21 - DP 5-0-2-0-0-0				NREW 02/19 - DPA/SE 12-0-0-0-1-0	03/06 - RET ON CAL	03/11 - PASSED	
	RULES 03/25 - PFC				RULES 03/04 - C&P 7-0-0-0-1-0	03/07 - DPA	53-7-0-0-0-0	
	Rep Caucus: 03/26 Dem Caucus: 03/26				Maj Caucus: 03/05 Min Caucus: 03/05			
	Comments: Allows for the implementation of local stakeholder processes regarding groundwater issues in La Paz and Mohave Counties.							
SB1084	funeral; last illness; expenses; lien				SPONSORS: BORRELLI			
	1st Read: 01/17		2nd Read: 01/22		1st Read: 03/04		2nd Read: 03/05	
	JUD 01/31 - DPA 5-0-2-0-0-0	02/06 - DPA	02/07 - PASSED		JUD 03/27 - DP 10-0-0-0-0-0	04/04 - DP		
	RULES 02/04 - PFC		30-0-0-0-0-0		RULES 04/01 - C&P 8-0-0-0-0-0			
	Rep Caucus: 02/05 Dem Caucus: 02/05				Maj Caucus: 04/02 Min Caucus: 04/02			
	Comments: Allows counties to follow a more cost effective path to be reimbursed for burying individuals if the decedent had real personal property.							

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1140	county contributions; committed youth; repeal. 1st Read: 01/22 <div><div>APPROP01/29 - DP 9-0-0-0-0-0</div><div>RULES02/04 - PFC</div></div> Rep Caucus: 02/05 Dem Caucus: 02/05				SPONSORS: LEACH 1st Read: 02/26 <div><div>APPROP03/06 - DP 10-0-0-0-1-0</div><div>RULESNone</div></div> 2nd Read: 02/27			
Comments: Seeks to eliminate the Arizona Department of Juvenile Corrections (ADJC) cost shift to counties which funds 25 percent of the cost of ADJC.								
SB1293	appropriations; EORP contributions; counties. 1st Read: 01/30 <div><div>APPROP02/12 - DP 9-0-0-0-0-0</div><div>RULES02/18 - PFC</div></div> Rep Caucus: 02/19 Dem Caucus: 02/19				SPONSORS: GOWAN 1st Read: 03/12 <div><div>GOV03/21 - DP 7-1-0-0-3-0</div><div>APPROP04/03 - DP 11-0-0-0-0-0</div><div>RULESNone</div></div> 2nd Read: 03/13			

Ongoing LPC List

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2001 law enforcement; prosecution; grants; acceptance

SPONSORS: FINCHEM

1st Read: 02/05

2nd Read: 02/06

GOV 02/21 - DP
6-4-0-0-1-0

APPROP None

RULES None

Comments: 3/15 Staff noted, thanks to support from the Supervisors in getting Legislators and Sheriffs to oppose, the bill did not receive an Appropriations Committee hearing and is therefore dead. Staff will continue to monitor legislation to make sure the issue doesn't pop up once again in some form.

1/17 Staff explained the bill substantially erodes the Board's ability to provide proper oversight of public dollars. The Board voted to **OPPOSE** the bill.

Summary: Requires a board of supervisors to accept, without interference, all federal grant, award or other monies intended to supplement the approved budget of a law enforcement or prosecution agency, if the agency is eligible and qualified for the funding.

HB2008 duty to report; supervisor; administrator

SPONSORS: KAVANAGH

1st Read: 02/27

2nd Read: 02/28

1st Read: 01/22

2nd Read: 01/23

JUD 03/07 - DP
7-0-0-0-0-0

CON CAL - 03/11
Object: No

04/04 -
PASSED

JUD 02/13 - DPA
10-0-0-0-0-0

02/25 - DPA

02/25 -
PASSED

RULES 03/11 - PFC

29-0-1-0-0-0

RULES 02/18 - C&P
8-0-0-0-0-0

60-0-0-0-0-0

Rep Caucus: 03/12
Dem Caucus: 03/12

Maj Caucus: 02/19
Min Caucus: 02/19

Transmitted to Governor: 04/08

Comments: 2/1: Staff noted this was for informational purposes to ensure potentially impacted departments have time to evaluate any impact for expanding responsibility for reporting abuse or neglect of a minor to supervisors of a person with a duty to report..

Summary: The list of persons with a duty to report a reasonable belief that a minor has been the victim of abuse or neglect is expanded to include any person who is employed as the immediate or next higher level supervisor to or administrator of a person who has a duty to report (other than the child's parent or guardian) and who develops the reasonable belief in the course of the supervisor's or administrator's employment.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2019	highway safety fee; repeal; VLT..							
					1st Read: 02/04		2nd Read: 02/05	SPONSORS: LAWRENCE
					TRANS 02/20 - FAILED 2-5-0-0-0-0			
					RULES None			

Comments: 1/17 Staff explained the potential impact to county transportation and general fund revenues as well as the potential impact to the states structural balance. Noting that the fee is necessary to protect Highway User Revenue Fund (HURF) from being used to fund DPS. The Board voted to **OPPOSE** the bill.

Summary: Repeals the highway safety fee that was previously required to be in an amount established by the Director of the Department of Transportation (ADOT) annually in order to fund 110 percent of the Department of Public Safety (DPS) Highway Patrol budget for each fiscal year. Set by the ADOT director at \$32, effective December 1, 2018.

Repeals changes to the valuation formula for the separate vehicle license tax (VLT) classification for motor vehicles powered by alternative fuels that are purchased on or after January 1, 2020, which would have become effective January 1, 2020. Duplicate bill SB 2019 highway safety fee; repeal; VLT.(Ugenti-Rita)

Estimated county impact is (\$623K) in FY20 and (\$1.25M) in FY21 in VLT revenue for transportation. (\$2.6M) in FY20 and (\$5.25M) in FY21 in VLT revenue deposited in county general funds. Additionally there is a potential for the department to be funded out of HURF again (\$8.9M) in FY20 and FY21 if full HURF shifts are reinstated.

HB2026	public resources; influencing elections; penalties							SPONSORS: KAVANAGH
	1st Read: 03/04		2nd Read: 03/05		1st Read: 02/05		2nd Read: 02/06	
	JUD 03/27 - W/D				ELECT 02/12 - DP 5-4-0-0-1-0	02/26 - DP	02/28 - PASSED	
	APPROP 04/02 - DPA/SE 8-1-0-0-0-0				GOV 02/14 - DP 6-5-0-0-0-0		31-29-0-0-0-0	
	RULES None				RULES 02/20 - C&P 5-1-0-0-2-0			
					Maj Caucus: 02/25			
					Min Caucus: 02/25			

Update: On April 2nd, HB 2026 received an unrelated strike-everything amendment and is no longer a concern to CSA.

Comments: 3/15 Staff explained the League of Cities and Towns is pushing for an amendment that only allows an individual to initiate a suit if the CAO or AG rules no election influencing was done by the political subdivision, or if the CAO or AG fails to act on a claim by an individual within 120 days. The amendment further clarified that the use of a public facility for a political purpose is not influencing elections and that in the event the courts rule that no violation occurred, the individual that brought the accusation is responsible for court costs. Staff recommended the Board maintain the position of opposition and stated they will be reaching out Senators individually to ask them to oppose the bill.

1/25: Staff explained that the bill would allow residents to sue an employee of a city, town, county, school district, or charter school for using resources to influence an election. Staff explained that they feel that there are current remedies in place to address this problem. The LPC moved to **OPPOSE** the bill.

Summary: Allows any resident of a jurisdiction that is alleged to have used county, municipal, school district or charter school resources or employees to influence elections is authorized to initiate a suit in the superior court for the purpose of enforcing compliance. Civil penalties paid for violations must be paid to the Attorney General or County Attorney in actions filed by those officers, and must be paid to the resident in an action filed by a resident.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2047	HURF distribution; cities, towns, counties 1st Read: 03/12 APPROP 03/19 - DP 8-0-1-0-0-0 RULES None		2nd Read: 03/13		1st Read: 02/12 APPROP 02/20 - DP 9-1-0-0-1-0 RULES 03/04 - C&P 7-0-0-0-1-0 Maj Caucus: 03/05 Min Caucus: 03/05	03/07 - DPA	SPONSORS: COOK, CAMPBELL, et al 2nd Read: 02/13 03/11 - PASSED 60-0-0-0-0-0	

3/15: Staff explained a floor amendment had been adopted that removed the way monies were originally distributed in the bill and instead appropriates \$60 million to ADOT in FY 2020 for street and highway projects, to be divvied between counties and municipalities. Staff reminded Supervisors to consider changing their individual position on the Request to Speak system to reflect the changes.

Summary as amended by House COW:

Appropriates \$60 million in FY 2020 from the GF to ADOT for street or highway projects, to be allocated as follows:

- \$30 Million to counties, with each county to receive \$1.5 Million and the remaining monies to be apportioned based on population.
- \$30 Million to cities and towns, with each city or town to receive \$150,000 and the remaining monies to be apportioned based on population.

1/17 Staff explained the bill does not add any revenues to statewide transportation but redistributed revenue from urban to rural areas. The Board noted that taking away funds from another county hurts us and is a distraction from the additional investment needed in transportation. The Board moved to **OPPOSE** the bill.

Comments: The bill originally required \$18 Million to be swept off the top of HURF in FY 2021 and redistributed to counties, cities and towns that were below a specified population threshold.

HB2052	juveniles; detention centers; dangerous offenses				1st Read: 01/22 JUD 01/30 - HELD RULES None		2nd Read: 01/23	SPONSORS: ALLEN J
--------	--	--	--	--	---	--	-----------------	-------------------

Comments: 1/25: Staff advised the bill would allow the court to determine if a juvenile should be held in a juvenile detention facility or in a sight and sound section of an adult jail, even if they are charged with a dangerous offense. The LPC discussed why a juvenile charged with a dangerous offense should be allowed in a juvenile detention facility, noting this would give judges the ability to make a determination based on the facts of the case the most appropriate place to for a juvenile to be housed. The LPC took a position of **SUPPORT**

Summary: Permits the court to order juveniles charged with a dangerous offense be detained in a juvenile detention facility. Current law requires this population be held in an adult jail.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2055	juvenile court; jurisdiction; undesignated felony NOW: juvenile court; jurisdiction 1st Read: 02/28 JUD 03/28 - DPA 6-0-1-0-0-0 RULES 04/01 - PFCA Rep Caucus: 04/02 Dem Caucus: 04/02	04/04 - DPA	2nd Read: 03/04 04/09 - PASSED 28-0-2-0-0-0		1st Read: 01/22 JUD 01/30 - DP 10-0-0-0-0-0 RULES 02/04 - C&P 8-0-0-0-0-0 Maj Caucus: 02/05 Min Caucus: 02/05	CON CAL - 02/04 Object: No	2nd Read: 01/23 02/27 - PASSED 57-1-2-0-0-0	SPONSORS: ALLEN J
Comments: 2/1: Staff advised this bill clarified the juvenile court retains jurisdiction after the 18th birthday to move a class 6 felony down to a misdemeanor. The LPC noted this was a good idea and voted to SUPPORT the bill. Summary: If a juvenile is adjudicated for a class 6 undesignated felony, the court is permitted to designate the offense as a class 1 misdemeanor at any time. The bill clarifies that the juvenile court retains jurisdiction after a juvenile's 18th birthday for the purpose of designating an undesignated felony offense as a misdemeanor.								
HB2062	juvenile disposition; probation terms; notice 1st Read: 02/25 JUD None RULES None		2nd Read: 02/26		1st Read: 01/22 JUD 01/30 - DP 10-0-0-0-0-0 RULES 02/11 - C&P 8-0-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12	02/14 - DPA	2nd Read: 01/23 02/14 - PASSED 60-0-0-0-0-0	SPONSORS: ALLEN J
Comments: 2/1: Staff gave an overview of the bill noting this would give the courts flexibility to determine when the best course of action of a juvenile that violates their probation based on the individual situation. The LPC voted to SUPPORT the bill. Summary: Gives the court the ability to determine when a juvenile who is 14 years of age or older and is adjudicated as a repeat felony juvenile offender, should be placed on intensive probation. Juveniles on probation for an offense involving spirituous liquor or a drug violation and the juvenile violates probation by consuming spirituous liquor or drug use, the court may determine if probation should be revoked and if additional probation conditions should be established.								
HB2072	civil forfeiture; criminal conviction				1st Read: 01/30 JUD None RULES None		2nd Read: 01/31	SPONSORS: FILLMORE
Comments: 2/1: Staff noted that back in 2017 (HB2477) there was major reform on the Racketeering Influenced and Corrupt Organizations Act this would make significant changes to the existing processes. The LPC did not take a position. Summary: This bill would make significant changes to civil forfeiture including establishing that a claimant's interest in property is exempt from forfeiture and the burden of establishing that the claimant's property should be forfeited is on the state, instead of on the claimant. Allows anyone who has property seized through forfeiture (defendant or any other person who has an ownership interest in the property) to request a hearing to determine the validity of the seizure.								

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2079	county officials; salaries				SPONSORS: KAVANAGH			
					1st Read: 01/22		2nd Read: 01/23	
					GOV 02/07 - DPA 8-2-0-1-0-0			
					RULES None			
Comments: 1/25: Staff explained the bill noting that from the feedback we have received, counties differ on their positions on this proposal. The LPC decided the organization would not take a position to allow counties to weigh in as they see fit.								
Summary: Beginning January 1, 2021, the annual salaries of county supervisors, treasurers, recorders, and school superintendents are increased by 22 percent. Also effective Jan. 1, 2021 the annual salaries of county attorneys and sheriffs are increased by 29 percent. Effective January 1, 2023, the annual salary of the clerk of the superior court is increased 22 percent.								
HB2081	traumatic event counseling				SPONSORS: BLACKMAN, BIASIUCCI, et al			
					1st Read: 01/23		2nd Read: 01/24	
					GOV None			
					PS None			
					RULES None			
Comments: 1/25: Staff explained that currently the number of visits to licensed counselors for a peace officer or firefighter with a medical option for 24 additional visits. HB 2081 would increase the additional visits from 24 to 36, for a total of 48 visits. The LPC moved to OPPOSE the bill.								
Summary: Currently the number of visits to licensed counselors for a peace officer or firefighter is 12 with a medical option for 24 additional visits. The bill would increase the additional visits from 24 to 36 for a total of 48 visits.								
HB2095	agricultural property classification; water reduction				SPONSORS: COOK, CAMPBELL, et al			
	1st Read: 02/25		2nd Read: 02/26		1st Read: 01/23		2nd Read: 01/24	
	FIN 03/06 - DPA 8-0-2-0-0-0	03/25 - DPA	03/26 - PASSED		WM 01/30 - DP 9-0-0-0-1-0	CON CAL - 02/11	02/14 - PASSED	04/03 - PASSED
	RULES 03/11 - PFC		30-0-0-0-0-0		LAG 01/31 - DP 7-0-0-0-0-0	Object: No	60-0-0-0-0-0	59-0-1-0-0-0
					RULES 02/11 - C&P 8-0-0-0-0-0			
	Rep Caucus: 03/12 Dem Caucus: 03/12				Maj Caucus: 02/12 Min Caucus: 02/12			
Transmitted to Governor: 04/03 Signed: 04/09 Chapter: 49								
Comments: 2/8: The staff explained that this bill was for information purposes only and aimed at resolving the concerned over how fallowed land in Pinal County (as a result of the Drought Contingency Plan) would be assessed. The LPC took no action on this item.								
Summary: For the purpose of the property tax classification as property used for agricultural purposes, property that has been in active production may be inactive or partially inactive due to a partial reduction in the available water supply or irrigation district water allotments for agriculture use in the farm unit.								

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2108	real estate signs; cities; counties				SPONSORS: GRANTHAM			
					1st Read: 01/28		2nd Read: 01/29	
					RA 02/11 - W/D	02/27 - RET ON CAL		
					GOV 02/11 - W/D			
					PS 02/20 - DPA/SE 4-3-0-0-0-0			
					RULES 02/20 - C&P 5-1-0-0-2-0			
					Maj Caucus: 02/25			
					Min Caucus: 02/25			

Comments: 2/8: Staff noted the bill creates a nebulous length of time a real estate sized sign may be up. Taken with the Reed vs. the Town of Gilbert case that prohibiting the regulation of content, this has the potential for permanent signs not related to real estate that counties could not remove unless it there is a safety risk. The LPC voted to **OPPOSE** the bill.

Summary: Counties and municipalities cannot prohibit an owner of real property or the owner's agent from displaying on the property and/or in an area within a public or private right-of-way a sign advertising that the property is for sale or rent, an open house, the owner or agent's name and contact information, and directions to the property. With the exception of time, place and manner restrictions and regulation based on public health, safety or welfare.

Allows for limited time, place and manner restrictions on signs on open house and directional signs but cannot restrict the type of sign or limit the number of signs that may be displayed at one time within an authorized area.

HB2109	county transportation excise tax.				SPONSORS: SHOPE			
	1st Read: 03/07		2nd Read: 03/11		1st Read: 01/28		2nd Read: 01/29	
	TPS 03/27 - DP 5-3-0-0-0-0	04/04 - DP	04/04 - PASSED		WM 02/20 - DP 9-1-0-0-0-0	03/06 - DP	03/06 - PASSED	
	RULES 04/01 - PFC		21-8-1-0-0-0		TRANS 02/20 - DP 4-1-0-1-1-0		44-16-0-0-0-0	
					RULES 03/04 - C&P 7-0-0-0-1-0			
	Rep Caucus: 04/02				Maj Caucus: 03/05			
	Dem Caucus: 04/02				Min Caucus: 03/05			

Transmitted to Governor: 04/08 Signed: 04/09 Chapter: 50

Comments: 1/25: Staff explained that the bill would increase the maximum allowable levy for a regional transportation authority from 0.5% to 1.0%. The LPC moved to **SUPPORT** the bill.

Summary: Increases the allowable tax rate that a regional transportation authority (RTA) can ask voters to approve for roads from 0.5% to 1.0%. Caps the combined excise tax that can be levied by an RTA and a county for transportation purposes at 1.0%.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2114	county real estate; appraisals 1st Read: 02/28 GOV 03/11 - DP 7-0-0-0-0-0 RULES 03/18 - PFCA Rep Caucus: 03/19 Dem Caucus: 03/19	03/20 - DPA	2nd Read: 03/04 03/25 - PASSED 30-0-0-0-0-0		1st Read: 01/28 GOV 02/14 - DPA 10-0-0-0-1-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DPA	2nd Read: 01/29 02/26 - PASSED 58-2-0-0-0-0	SPONSORS: GRIFFIN 04/10 - PASSED 60-0-0-0-0-0 Transmitted to Governor: 04/10

Comments: 3/15 Staff stated that an amendment was adopted to the bill that allows a county BOS to lease properties without a public auction if the rental value of the property is less than \$5,000 per month and the Board meets specified noticing requirements. Staff noted that the bill, as amended, provides the counties greater flexibility in the sale of small, lower valued property and would allow the county to avoid having to go to auction for all lease agreements. The committee voted to **SUPPORT** the bill.

2/1: Staff noted this was for informational purposes and seeking additional clarity on the bill. Update: This bill is coming out of Maricopa County it streamlines the sale/lease of excess property by giving counties the option of using an in-house appraiser for the sale of excess real property and allowing a county to utilize a market analysis based on comparable sales in the sale of real property with no market value or with a net value of less than \$10,000. The LPC did not take a position

Summary: In the sale of county property, requires the BOS to have the property appraised by a licensed appraiser at market value. The minimum acceptable bid would be 90% of the market value. If the property has no market value or a net value of \$10,000 or less, the value may be justified by a market analysis based on comparable sales.

Currently, the appraiser determines minimum price based on 90% of their appraised value.

HB2131	state agencies; citizen portal; access 1st Read: 02/28 GOV 03/18 - DPA 4-3-0-0-0-0 RULES 04/08 - PFC		2nd Read: 03/04		1st Read: 01/28 TECH 02/06 - DP 5-1-0-0-1-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DP	2nd Read: 01/29 02/26 - PASSED 33-26-1-0-0-0	SPONSORS: THORPE
--------	--	--	-----------------	--	---	------------	--	------------------

Comments: 2/8: Staff noted the lack of clarity on what information would need to be online and potential cost associated implementation. A meeting has been scheduled with the sponsor to work through some of the concerns. The LPC did not take a position on the bill. Update: Staff was able to get an amendment to confirm counties were removed from the requirement.

Summary: Requires each "state agency" (including political subdivisions) that collects personal information from any person is required to establish a citizen portal, which must be a secure online website that allows a person to access the person's personal information that the state agency collects and to correct any error in the person's personal information.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2146	contracts; licensure requirements; waiver; applicability 1st Read: 03/07 JUD 03/21 - DP 4-3-0-0-0-0 RULES None		2nd Read: 03/11		1st Read: 01/28 COM 02/12 - DPA 5-4-0-0-0-0 RA 02/18 - DPA 4-3-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DPA	2nd Read: 01/29 02/26 - PASSED 32-28-0-0-0-0	SPONSORS: RIVERO

Comments: 2/1: Staff noted that the concerns addressed last year related to its constitutionality and consumer protections have not been addressed in this year's bill. Last year Laws 2018, Chapter 44 created a regulatory sandbox for financial products that exempted regulations, but have consumer protections. The LPC voted to **OPPOSE** the bill. Update: Additional businesses have been amended out of the bill.

Summary: This is similar to HB 2490 that this body opposed. It allows for a contract between two or more private parties, the parties are authorized to agree to waive any state, county or municipal laws relating to license, certification, registration or other authorization. The contract must be delivered primarily electronically, may not exceed \$6,000 per contract or more than \$250,000 between two parties within a year. With some exceptions for health professions and any regulated practice of law.

HB2148	syringe service programs; authorization				1st Read: 02/04 HHS None PS None RULES None		2nd Read: 02/05	SPONSORS: RIVERO
--------	---	--	--	--	---	--	-----------------	------------------

Comments: 2/8: Staff noted this is legislation supported by the LPC last year, but has been double assigned and will have some challenges moving forward. The LPC noted one health director had concerns with the bill, but did not take a position on the bill.

Summary: A municipality, county or nongovernmental organization or any combination of these entities are authorized to establish and operate a needle and hypodermic syringe service program.

The program must have the ability to disposal of used needles, provide access to injection supplies at no cost, and access to kits that contain an opioid antagonist or referrals to programs that provide access to an opioid antagonist.

Provides immunity to an employee, volunteer or participant in the program for possession of a needle, hypodermic syringe or other injection supply item obtained from or returned to a program or possession of a residual amount of a controlled substance contained in a used needle, hypodermic syringe or injection supply item obtained from or returned to a program, if the person claiming immunity provides written verification that the item was obtained from a program.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2190	CORP; accidental disability; definition 1st Read: 03/28 APPROP 04/02 - DPA 8-1-0-0-0-0 RULES None				SPONSORS: PAYNE 1st Read: 01/24 PS 01/30 - DP 7-0-0-0-0-0 GOV 02/07 - DP 10-1-0-0-0-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26			
			2nd Read: 04/01			03/07 - DP	2nd Read: 01/28 03/27 - PASSED 58-2-0-0-0-0	
<p>Comments: 4/5: Staff explained a significant improvement was made with the adoption of an amendment in Appropriations that removed the language making an employee eligible for accidental disability if a new job offer from the employer doesn't come with equivalent pay and benefits. Staff noted there are still concerns and will continue to raise these concerns with the Legislators.</p> <p>3/8: Staff explained there had been serious concerns raised by the counties on this bill. Staff also explained that, after conversations with the sponsor, the bill had been held for some time, but is now moving forward again. The LPC voted to OPPOSE the bill.</p> <p>1/25: Staff explained the bill, noting there will be additional stakeholder conversations next week and would recommend bringing the issue back for discussion at another meeting. The LPC did not take action on the bill.</p> <p>Summary: Removes the requirement that to qualify for accidental disability under CORP, the accident must have been caused by physical contact or a confrontational situation with an inmate, prisoner or parolee or a job-related motor vehicle accident while on official business. Qualifies an individual for accidental disability benefits if it is determined that the accident permanently prevents an employee from performing a reasonable range of duties with equivalent pay and benefits within the employee's department.</p>								
HB2192	budget cycle; police associations; meeting				SPONSORS: PAYNE 1st Read: 01/28 PS None GOV None RULES None			
							2nd Read: 01/29	

Comments: 1/25: Staff explained that this bill would require the governing body of a county, city, or town meet with police associations during the budget cycle to discuss how money will be allocated for public safety. The LPC moved to **OPPOSE** the bill.

Summary: Requires the county boards of supervisors and municipal governing bodies to meet with police associations serving the peace officers of that county or municipality during the budget cycle to discuss the allocations of monies for public safety services.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2229	cable licensing; video service providers 1st Read: 02/25 COM 03/14 - DP 7-0-1-0-0-0 RULES 03/18 - PFC Rep Caucus: 03/19 Dem Caucus: 03/19				SPONSORS: ALLEN J 1st Read: 01/23 COM 01/29 - DP 9-0-0-0-0-0 RULES 02/11 - C&P 6-2-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12			

Comments: 1/25: Staff explained that last year SB 1140 passed which established a statewide preemption on video service providers, establishing the terms and conditions in title 9. HB 2229 would move this statute into title 11. The Board noted the concern with any rise in fees. The LPC took a position of **SUPPORT**.

Summary: Follow-up bill from last session (SB 1140) moving the county portion of the legislation out of title 9 into title 11.

HB2231	nonhealth professions; occupations; regulations				SPONSORS: KERN			
					1st Read: 01/28 RA 02/04 - DP 4-3-0-0-0-0 COM 02/05 - DP 5-4-0-0-0-0 RULES 02/11 - C&P 8-0-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12	02/27 - RET ON CAL 02/28 - DPA	2nd Read: 01/29 03/04 - FAILED 30-29-1-0-0-0	

Comments: 2/8: Staff noted this could make it more challenging for counties to distinguish experience and certification on projects that open the counties up for liability (roads, buildings). The LPC expressed concern for public safety and that it rolls back important standards. The LPC voted to **OPPOSE** the bill.

Summary: Makes changes to the requirements and criteria for regulating nonhealth professions and establishes the presumption that the public is sufficiently protected from unregulated practice by market competition and private remedies, including third-party or consumer-created ratings. The state may only regulate a profession or occupation if there is credible empirical evidence of substantiated harm that the unregulated practice is a threat to public health, safety or welfare.

For a state agency that administers an occupational regulation, the sunset review report from a committee of reference (COR) is required to include a recommendation that the Legislature repeal the occupational license, convert the license to a less restrictive regulation, or instruct the state agency to seek legislation or adopt rules to reflect the COR's recommendation to impose less restrictive regulations or redefine the scope of practice.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2240	limitations of actions; dedicated property 1st Read: 03/05 JUD 03/14 - DP 6-1-0-0-0-0 RULES 03/18 - PFCA Rep Caucus: 03/19 Dem Caucus: 03/19	03/25 - DPA	2nd Read: 03/06 03/26 - PASSED 28-2-0-0-0-0		1st Read: 01/28 JUD 02/13 - DPA 6-4-0-0-0-0 RULES 02/18 - C&P 8-0-0-0-0-0 Maj Caucus: 02/19 Min Caucus: 02/19	02/27 - DPA	2nd Read: 01/29 03/04 - PASSED 51-8-1-0-0-0	SPONSORS: KERN 04/03 - PASSED 49-10-1-0-0-0

Transmitted to Governor: 04/03 Signed: 04/09 Chapter: 51

Comments: 2/1: Staff noted last year the LPC took a position of neutral on identical language in HB 2116 and an amendment is currently being worked on between the League and the bills proponents. The LPC did not take a position on the bill.

Summary: Establishes an eight-year statute of repose for any action or arbitration involving an improvement to real property dedicated to a municipality or county, if the action is based on a permit required as a condition of development or a municipal/county code or other legal requirement, and the action is filed against a person who: 1) develops or develops and sells real property; or 2) performs or furnishes design, specifications, surveying, planning, supervision testing, construction or observation of construction.

HB2241	JLAC; political subdivisions; investigation 1st Read: 03/04 GOV 03/18 - DP 4-3-0-0-0-0 RULES 03/25 - PFC Rep Caucus: 03/26 Dem Caucus: 03/26		2nd Read: 03/05		1st Read: 01/28 GOV 02/21 - DP 6-4-0-1-0-0 RULES 02/25 - C&P 5-3-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26	02/27 - DPA	2nd Read: 01/29 02/28 - PASSED 31-29-0-0-0-0	SPONSORS: KERN
--------	--	--	-----------------	--	--	-------------	--	----------------

Comments: 3/8: Staff explained the stakeholders had all come together and agreed upon amendment language that would remove any potential withholding of county state shared revenues. The bill now allows the Attorney General to utilize the courts to bring a county back into compliance with the uniform expenditure reporting system. The LPC voted to take a **NEUTRAL** position on the bill.

1/25: Staff explained that the bill would allow the Auditor General to request that JLAC direct the Attorney General to investigate a county, city, or town that is not in compliance with the Uniform Expenditure Reporting System. Additionally, if a political subdivision is found to be not in compliance and does not become compliant within 30 days, the Attorney General is authorized to direct the State Treasurer to withhold and redistribute the political subdivision's state shared revenues. The LPC moved to **OPPOSE** the bill.

Summary as amended in House COW:

Requires political subdivisions to comply with the uniform expenditure reporting systems instructions and forms prescribed by the Auditor General. Allows the Auditor General to notify the Joint Legislative Audit Committee (JLAC) and the Attorney General (AG) of noncompliance. Allows the AG to file a petition for special action in any court to compel a political subdivision to comply with the reporting system. Allows the AG to apply for injunctive relief in any court to force the political subdivision from violating this requirement.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2243	political subdivisions; JLAC; shared revenues							SPONSORS: KERN
					1st Read: 01/28 GOV 02/21 - FAILED 1-9-0-0-1-0 RULES None		2nd Read: 01/29	
<p>Comments: 1/25: Staff explained that the bill would allow the Auditor General to notify JLAC if a political subdivision is not in compliance with the Uniform Expenditure Reporting System. If the county, city, or town does not come in to compliance within 30 days JLAC is required to direct the State Treasurer to withhold the county, city, or town's state shared revenues until they are compliant. The LPC moved to OPPOSE the bill.</p> <p>Summary: Requires that counties comply with the uniform expenditure reporting system, instructions and forms prescribed by the Auditor General. The Auditor General is authorized to notify the Joint Legislative Audit Committee (JLAC) and the Attorney General if any political subdivision does not comply, and JLAC is required to notify a county or municipality that it is not in compliance and that it has 30 days to comply. If JLAC determines that the county or municipality has failed to comply within 30 days, JLAC is required to notify the State Treasurer, who is required to withhold and redistribute state shared monies from the county or municipality until the county or municipality complies. The Attorney General is authorized to apply for injunctive relief in any court of competent jurisdiction to prevent any political subdivision or person from violating uniform expenditure reporting requirements.</p>								
HB2245	mandatory minimum sentences; judicial discretion							SPONSORS: RIVERO, BLACKMAN, et al
					1st Read: 01/28 JUD None RULES None		2nd Read: 01/29	
<p>Comments: 2/1: Staff noted that this is one of the Criminal Justice Reform bills being worked on through a bipartisan effort and that CSA is seeking feedback from the prosecutors on the language before offering a recommendation. The LPC did not take a position. Summary: Authorizes the courts to impose a shorter prison sentence or suspend the sentence and offer probation if the court determines the mandatory prison sentence would result in an injustice to the defendant and is not necessary for the protection of the public. Does not apply to a conviction involving a death or serious physical injury; sexual offense or if the defendant is engaged in a criminal enterprise. Requires the Administrative Office of the Courts to annually report to the Arizona Criminal Justice Commission (Commission) on each case in which the court departed from a mandatory prison sentence, and the Commission is required to annually determine the cost savings realized as a result.</p>								
HB2257	civil liability; gun-free zones							SPONSORS: THORPE

Comments: 2/8: Staff noted the bill had not yet been assigned to committee and we will bring the bill back if it starts moving. The LPC did not take a position on the bill.

Summary: A person, organization or entity or an agency, commission, board or political subdivision of the state that establishes a "gun-free zone" (defined) is liable for any damages claimed by a person who was harmed by criminal conduct in the gun-free zone if a reasonable person would believe that possession of a firearm could have helped the person defend against the criminal conduct. The court is authorized to award treble damages to the person who was harmed if the criminal conduct is found to be a terrorist attack or the person harmed is disabled, a member of a minority group, under 16 years of age or over 65 years of age at the time of the criminal conduct.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2275	TPT exemption; crop production tools 1st Read: 02/27 FIN 03/13 - DPA 5-4-1-0-0-0 RULES None		2nd Read: 02/28		1st Read: 01/28 LAG 02/07 - DP 5-2-0-0-0-0 WM 02/13 - DP 6-4-0-0-0-0 RULES 02/18 - C&P 8-0-0-0-0-0 Maj Caucus: 02/19 Min Caucus: 02/19	02/25 - DP	SPONSORS: DUNN, COBB, et al 2nd Read: 01/29 02/25 - PASSED 32-28-0-0-0-0	

Comments: 2/8: The staff explained that this bill was for information purposes only and that the bill expanded the TPT exemption for propagative materials. The LPC took no action on this item.

Summary: The exemption from the retail classification of transaction privilege taxes and use taxes for "propagative materials" is modified to include: seeds, seedlings, roots, bulbs, cuttings, soil and plant additives, fertilizers, insecticides, herbicides, fungicides, soil fumigants, plant nutrients, plant growth regulators, and more. Is only applicable when sold to individuals that use the items to commercially produce agricultural, horticultural, viticultural or floricultural crops in Arizona. Applies retroactively to taxable periods beginning July 1, 2019. Does not authorize and refund of taxes paid before the effective date of this legislation.

HB2318	ADOT; consulting with third parties NOW: texting while driving; prohibition; enforcement 1st Read: 02/25 TPS 03/27 - DPA/SE 6-2-0-0-0-0 RULES 04/01 - PFCA	04/08 - DPA	2nd Read: 02/26 04/08 - PASSED 20-9-1-0-0-0		1st Read: 01/30 TRANS 02/06 - DP 6-0-0-0-1-0 RULES 02/11 - C&P 8-0-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12	CON CAL - 02/11 Object: No	SPONSORS: CAMPBELL, STRINGER 2nd Read: 01/31 02/14 - PASSED 59-1-0-0-0-0	
--------	---	-------------	---	--	--	-------------------------------	---	--

Comments: 3/29: Staff noted the strike-everything amendment adds the language from SB 1165 texting while driving; prohibition (Brophy McGee) that has been held in House Rules. The LPC voted to **SUPPORT** SB 1165 on February 8th.

Summary: Requires anyone (with limited exceptions) operating a motor vehicle from using a handheld portable wireless communication device unless the vehicle is stopped or parked. Requires the device to be used in a hands-free manner unless they are activating or deactivating the device.

Makes the violation a primary petty offense. Fines for a violation are at least \$75 but not more than \$149 for the 1st violation and \$150 but not more than \$250 for a 2nd offense. Warnings for violations occur from the effective date until December 31, 2020 and citations begin on January 1, 2021. However, local authorities with existing legislation may continue to issue citations through December 31, 2020.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2319	HURF transfers; highway patrol; repeal 1st Read: 03/04 APPROP 04/02 - HELD RULES None		2nd Read: 03/05		1st Read: 01/30 TRANS 02/06 - DP 5-0-0-0-2-0 APPROP 02/13 - DP 10-0-0-0-1-0 RULES 02/18 - C&P 8-0-0-0-0-0 Maj Caucus: 02/19 Min Caucus: 02/19	SPONSORS: CAMPBELL, BIASIUCCI, et al 2nd Read: 01/31 CON CAL - 02/18 Object: No	02/27 - PASSED 59-0-1-0-0-0	

Comments: 1/25: Staff explained that this bill would remove the statutory requirement that ADOT annually transfer \$10M from HURF to the Department of Public Safety. The LPC moved to **SUPPORT** the bill.

Summary: Repeals statute requiring the Department of Transportation to allocate and transfer \$10 million from revenues of the Arizona Highway User Revenue Fund (HURF) to the Department of Public Safety for funding a portion of highway patrol costs.

HB2320	highway safety fee; reduction 1st Read: 03/12 RULES None		2nd Read: 03/13		1st Read: 01/29 TRANS 02/06 - DP 6-0-0-0-1-0 RULES 02/11 - C&P 8-0-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12	SPONSORS: CAMPBELL, BARTO, et al 2nd Read: 01/30 02/14 - RET ON CAL 02/27 - DP	03/11 - PASSED 57-3-0-0-0-0	
--------	---	--	-----------------	--	--	---	--------------------------------	--

Comments: 3/15: Staff explained that the bill died on the House floor, but was reconsidered and an amendment was adopted that provides a one-time \$47 million GF appropriation to the Highway Patrol Fund. Staff expressed concern that the amendment only provided a one-time fix to the problem and left the counties open to further HURF sweeps in the future.

1/25: Staff explained this was provided for information purposes only. The bill would cap the highway safety fee at \$18, CSA estimates that this would cover the FY18 HURF shift to DPS of \$99 million. The state General Fund would see an impact, since the established fee revenues are included in both the governor's budget and the JLBC baseline. 2/8: Staff described the bill and noted that any reduction in the fee would not fully fund DPS's highway patrol budget and the governor's opposition to any modification of the fee. The LPC also discussed the growing legislative support to repeal the highway safety fee. The LPC voted to **OPPOSE** this bill.

Summary: Caps the highway safety fee at \$18. The highway safety fee is no longer required to fully fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2363	tax lien sales; procedures 1st Read: 02/25 FIN 03/06 - DP 8-0-2-0-0-0 RULES 03/11 - PFC	CON CAL - 03/11 Object: No	2nd Read: 02/26 03/18 - PASSED 30-0-0-0-0-0		1st Read: 01/30 WM 02/06 - DP 10-0-0-0-0-0 RULES 02/11 - C&P 8-0-0-0-0-0	02/14 - DPA	SPONSORS: TOMA, LIVINGSTON 2nd Read: 01/31 02/14 - PASSED 60-0-0-0-0-0	
	Rep Caucus: 03/12 Dem Caucus: 03/12				Maj Caucus: 02/12 Min Caucus: 02/12			
Transmitted to Governor: 03/19 Signed: 03/22 Chapter: 31								
Comments: 2/1: Staff noted this is an AACo bill that is a result of a tax lien bidder that bid a lien down to 3% then withheld payment in an attempt to get the tax lien back on the market so it could be purchased for the full 16%. The LPC voted to SUPPORT the bill.								
Summary: Various changes relating to tax lien sales. The county treasurer is required to continue the annual tax lien sale until the tax lien on each parcel has been offered for sale and no more bids are offered by purchasers, instead of until the tax lien on each parcel has been sold. The purchaser of a tax lien is required to pay the purchase price in cash at a time the county treasurer determines, instead of at the time of sale. If the sale has been closed, the county treasurer is authorized to prohibit a purchaser who failed to pay the amount due from purchasing tax liens from any county in Arizona for up to one year.								
HB2449	adequate water supply; county review				1st Read: 02/07 NREW None RULES None		2nd Read: 02/11	SPONSORS: GRIFFIN

Comments: 2/8: Staff explained that various versions of this bill have been dropped in recent years, but has always failed by one of the Chambers or vetoed by the Governor. In last year's version, CSA did not take a position. The LPC did not take a position.

Summary: For a county that is not in an Active Management Area, the county board of supervisors is required to review the provision for adequate water supply for a subdivision and after review may by unanimous vote at a public meeting not to readopt the provision. The review is required to occur not more than 5 years after the effective date of this legislation and every 5 to 10 years thereafter. If the board does not vote unanimously not to readopt the provision, the provision remains in effect. If the board votes unanimously not to readopt the provision, the provision has no further force if a list of specified conditions apply at the time of the vote. The board is required to give written notice of any vote not to readopt the provision to the Director of the Department of Water Resources, the Director of the Department of Environmental Quality and the State Real Estate Commissioner.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2453	land use plans; contents; aggregates 1st Read: 03/05 NRE 03/13 - DP 7-0-0-0-0-0 RULES 03/18 - PFC Rep Caucus: 03/19 Dem Caucus: 03/19	03/25 - DP	2nd Read: 03/06		1st Read: 02/11 NREW 02/19 - DP 12-0-0-0-1-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	CON CAL - 02/20 Object: No	2nd Read: 02/12 03/04 - PASSED 59-0-1-0-0-0	SPONSORS: GRIFFIN
--------	---	------------	-----------------	--	--	----------------------------------	--	-------------------

Comments: 2/8: Staff explained the bill and noted that CSA received positive feedback on the bill. The LPC voted to **SUPPORT** the bill.

Summary: The bill specifies that counties with 125,000 people or more may also include in their comprehensive plan information on how to locate existing mines from the Arizona Geological survey, existing mining operations and other geologic resources. It would also require the Arizona Geological Survey to annually update their database for existing mines and allow counties access to the database.

HB2460	PTSD; workers' compensation; presumption							SPONSORS: TOWNSEND
--------	--	--	--	--	--	--	--	--------------------

Comments: 1/25: Staff explained that this bill would make posttraumatic stress disorder an occupational disease for peace officers and firefighters. The LPC moved to **OPPOSE** the bill.

Summary: Makes posttraumatic stress disorder is presumed to be an occupational disease for peace officers and firefighters.

HB2486	study committee on county boundaries 1st Read: 03/12 GOV 03/25 - DP 4-3-0-0-0-0 RULES 04/01 - PFC Rep Caucus: 04/02 Dem Caucus: 04/02	04/09 - DP	2nd Read: 03/13		1st Read: 02/04 GOV 02/14 - DP 6-3-0-2-0-0 RULES 03/04 - C&P 7-0-0-0-1-0 Maj Caucus: 03/05 Min Caucus: 03/05	03/07 - DP	2nd Read: 02/05 03/11 - PASSED 31-29-0-0-0-0	SPONSORS: GRIFFIN
--------	---	------------	-----------------	--	--	------------	---	-------------------

Comments: 2/8: Staff explained the bill. The LPC did not take a position.

Summary: Establishes a 13-member Joint Study Committee on County Boundaries to research and report on the fiscal and related impacts of a change in the county boundary line between Cochise County and Santa Cruz County. The Committee is required to submit a report of its findings and recommendations to the Governor and the Legislature by June 30, 2020, and self-repeals January 1, 2021.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2493	appraisal methods; solar energy devices 1st Read: 02/28 FIN 03/27 - DPA/SE 8-0-2-0-0-0 RULES None		2nd Read: 03/04		1st Read: 02/04 WM 02/13 - DP 8-2-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DP	2nd Read: 02/05 02/26 - PASSED 48-11-1-0-0-0	SPONSORS: COBB

Update: A committee amendment was adopted that requires refunds be dispersed to all affected taxpayers in an amount above and beyond how the properties would've been taxed under the provisions of this bill.

Comments: 3/29: Staff explained a strike-everything amendment was adopted that makes solar energy devices taxable, to depreciate on a 10-year accelerated depreciation schedule. Staff also noted this bill represents a settlement in the ongoing lawsuit. The LPC took no action on the bill.

Comments: A proposed strike-everything amendment is being offered this week that makes leased solar energy devices taxable and establishes a 10-year accelerated depreciation schedule for the property. Our understanding is that this amendment is per an agreement from all parties and ultimately is part of the settlement of the entire ongoing lawsuit.

Retroactive to January 1, 2015, for the purpose of standard appraisal methods, solar energy devices and systems designed to produce solar energy primarily for on-site consumption are considered to add no value to the real property when they are characterized as personal property, whether they are leased or owned. If this provision is finally adjudicated invalid, for the purpose of appraisals, the device or system is considered to be personal property with a full cash value of \$500 for a device or system up to 500 kilowatts and \$1 per kilowatt for each additional kilowatt.

HB2501	electronic records; state library 1st Read: 03/06 GOV 03/18 - DPA 7-0-0-0-0-0 APPROP 03/26 - DP 8-0-1-0-0-0 RULES None		2nd Read: 03/07		1st Read: 02/04 GOV 02/14 - DPA 10-0-0-0-1-0 APPROP 02/20 - DP 10-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26	02/27 - DPA	2nd Read: 02/05 03/04 - PASSED 58-0-2-0-0-0	SPONSORS: BLACKMAN
--------	---	--	-----------------	--	--	-------------	---	--------------------

Comments: 2/1: Staff noted this is an AACo bill aimed at modernizing the transfer of records between the county and state. The LPC moved to **SUPPORT** the bill.

Summary: The State Library will establish, operate and maintain electronic records. Maricopa County Clerk of the Superior Court will appropriate sufficient monies to the newly established Electronic Records Repository Fund, to fund a three-year pilot project to develop a trusted electronic records repository and archives management program.

-Appropriates \$70,000 and 1 FTE position from the General Fund in FY 2024 to the Secretary of State for the purposes of this legislation.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2515 mobile home parks; abandonment

SPONSORS: BIASIUCCI

1st Read: 02/05

2nd Read: 02/06

COM 02/19 - DPA/SE
5-4-0-0-0-0

GOV 02/21 - DP
6-2-0-2-1-0

RULES None

Comments: 3/8: Staff explained that feedback from county planning and zoning outlined a number of concerns with having the inability to have an entity to cite for a violation in a mobile home park. The LPC voted to **OPPOSE** the bill.

The S/E prohibits a code enforcement agency from citing a mobile home park owner to correct a violation of a mobile home unless the mobile home park owner is also the owner of record on the mobile home.

HB2520 property tax; fallowed property; classification

SPONSORS: FINCHEM, BLACKMAN, et al

1st Read: 02/04

2nd Read: 02/05

WM None

LAG None

RULES None

Comments: 2/8: Staff explained that this bill was meant to address the issue with the potentially fallowed land in Pinal County as a result of the Drought Contingency Plan. Staff also noted that the language in the bill is very broad and may lead to other properties across the state being classified under this new classification. The LPC voted to **OPPOSE** the bill.

Summary: Establishes a new class for property tax purposes (Class 10). Class 10 consists of real property and improvements to real property that are subject to a fallowing agreement with the Department of Agriculture or a political subdivision that requires the real property to be fallowed for a period of at least 5 years and that has been classified as class 2 for agricultural purposes for at least 10 years before the agreement. The assessed valuation of class 10 property is 10 percent of its full cash value or limited valuation.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2521	carrying of firearms; constables				1st Read: 01/28 PS 02/06 - DPA 4-3-0-0-0-0 RULES 02/18 - C&P 8-0-0-0-0-0 Maj Caucus: 02/19 Min Caucus: 02/19	02/27 - RET ON CAL	SPONSORS: ROBERTS, BARTO, et al 2nd Read: 01/29	

Comments: 2/8: Staff explained the concerns that county stakeholders have expressed and described the actions taken in House Public Safety this week, as the bill passed out. Staff also explained what the proponents of the bill have expressed is the nexus for the bill and that there are ongoing discussions between the two sides. The LPC voted to **OPPOSE** the bill.

2/1: Staff noted this was a late agenda item and we cannot take a position until next week, but there are concerns that this bill may expose the counties to liability due to any constables that would no longer be insurable.

Summary: Authorizes a constable, while on or off duty, to carry a firearm if the constable 1) is AZPOST certified; or 2) completes firearms training, undergoes a psychological exam and either possesses a concealed weapon permit or completes an AZPOST approved background check.

HB2536	fuel; electric cars; hybrids; taxes				1st Read: 02/04 TRANS 02/06 - DPA 6-0-0-0-1-0 WM 02/20 - DPA 7-3-0-0-0-0 RULES None		SPONSORS: CAMPBELL, ANDRADE, et al 2nd Read: 02/05	
--------	-------------------------------------	--	--	--	---	--	---	--

Comments: 3/8: Staff noted that the amendment from the ways and means committee reduced the estimated increase in available revenues from \$1B annually to approximately \$6M annually. However, maintain the in-lieu gas tax for alternative fuel vehicles will protect HURF revenues as more alternative fuel vehicles are purchased. The LPC took no action on this item.

2/1: Staff noted that proposed rates for natural gas, propane, electric and hybrid vehicles are meant to capture the same amount of revenue as a vehicle powered by gasoline or diesel. All of the additional revenues in the legislation would be deposited into HURF and distributed via the statutory distribution method. The LPC noted that counties have been fighting a long time to put more money into roads and this is a comprehensive approach. The LPC moved to **SUPPORT** the bill.

Summary:

As Amended by House Ways & Means: Removes the increase in motor vehicle and use fuel taxes. Maintains the creation of a per gasoline gallon equivalent tax for natural gas and propane and an annual "in-lieu gas tax" for all electric and hybrid vehicles, at an amount equal to the current applicable gas or use tax.

Original Bill: The tax on motor vehicle fuel is increased to 28 cents per gallon in FY20, 38 cents per gallon in FY21, and 43 cents per gallon in FY22, from 18 cents per gallon. Imposes a tax on natural gas used in the propulsion of any vehicle at a rate of 19 cents per gallon in FY20, 25 cents per gallon in FY21, and 28 cents per gallon in FY22. Imposes a tax on propane used in the propulsion of any vehicle at a rate of 23 cents per gallon in FY20, 30 cents per gallon in FY21, and 34 cents per gallon in FY22. Imposes use fuel taxes on natural gas and propane used in the propulsion of a light class motor vehicle, and establishes use fuel tax rates. Imposes a tax on a vehicle that accesses a street or highway and that is propelled by electricity of \$130 per year for FY20, \$175 per year for FY21, and \$198 per year for FY22. Imposes a tax on a vehicle that accesses a street or highway and that is propelled by a combination of electricity and other fuels of \$52 per year for FY20, \$70 per year for FY21, and \$80 per year for FY22. For FY23 and each year after, each of these tax rates is required to be adjusted for inflation. Prop. 108 applies.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2549 VLT; alternative fuel classification; repeal

SPONSORS: BIASIUCCI, BLACKMAN, et al

1st Read: 02/05

2nd Read: 02/06

TRANS 02/13 - DP

4-1-0-2-0-0

WM 02/20 - DPA/SE

9-1-0-0-0-0

RULES None

Comments: 3/8: Staff explained that this bill was amended to mirror SB 1332. The LPC took no action on this item.

2/8: Staff explained that this bill was for information only and that the repeal of the separate VLT statutes would generate a significant amount of new VLT revenue. The LPC took no action on this item.

Summary:

As Amended by House Ways & Means: Amended to be identical to SB 1332, as amended by Senate Transportation.

Original Bill: Repeals the separate vehicle license tax (VLT) classification for motor vehicles powered by alternative fuels. Under current law, alt. fuel vehicles are assessed at 1% of their value, and traditional vehicles are assessed at 60% of their value.

HB2556 agricultural property; uses; rural activities

SPONSORS: FINCHEM, BIASIUCCI, et al

1st Read: 03/04

2nd Read: 03/05

1st Read: 02/05

2nd Read: 02/06

WAG 03/14 - DP

7-0-0-0-0-0

RULES 03/25 - PFC

04/04 -

RETAINED

WM 02/20 - DPA

10-0-0-0-0-0

LAG 02/21 - DP

6-0-0-0-1-0

RULES 02/25 - C&P

8-0-0-0-0-0

02/27 - DPA

02/28 -

PASSED

56-4-0-0-0-0

Rep Caucus: 03/26

Dem Caucus: 03/26

Maj Caucus: 02/26

Min Caucus: 02/26

Comments: 4/5: Staff explained that the proponents of the bill were unwilling to completely remove the language that was of concern for the counties, but that they are now working out amendment language in an attempt to greater narrow the scope of the agricultural exemption for building code and zoning ordinances.

3/29: Staff explained there had been many concerns raised about exempting these properties from building code and zoning ordinances, as the counties cannot ensure the safety of the public without building codes. Staff also noted the stakeholders will be meeting shortly in an attempt to address the concerns of the counties. The LPC voted to **OPPOSE** the bill in its current form, without an amendment to ease their concerns.

-For the purposes of property tax classification, the definition of "agricultural real property" is expanded to include land and improvements devoted to "agritourism" (defined).

-For the purposes of county zoning, the definition of "general agricultural purposes" is expanded to include agritourism.

-"Agritourism" is defined as: any activity that allows members of the general public, for recreational, entertainment or educational purposes, to view, enjoy or participate in rural activities, including farming, ranching, historical, cultural, u-pick, harvest-your-own activities or natural activities and attractions if the activity is conducted in connection with a business whose primary income is derived from the production for commercial purposes of livestock or agricultural commodities.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2614	elderly homeowners; class six property							
					1st Read: 02/12		2nd Read: 02/13	
					WM None			
					RULES None			

SPONSORS: THORPE

Comments: 2/15 staff explained the potential financial impact of the bill and that this bill has come up in previous sessions, but has not made it all the way through the process. The LPC decided not take a position on the bill.

Summary: Classifies property owned by an individual qualified for the senior valuation freeze program as Class 6, if the value of the property is less than \$600,000 and the property is the owner's primary residence.

HB2646	department of agriculture; application review							
	1st Read: 03/04		2nd Read: 03/05		1st Read: 02/12		2nd Read: 02/13	
	WAG 03/21 - DPA 5-0-2-0-0-0				LAG 02/21 - DP 6-0-0-0-1-0	02/26 - DP	02/28 - PASSED	
	RULES 03/25 - PFC				RULES 02/25 - C&P 8-0-0-0-0-0		60-0-0-0-0-0	
	Rep Caucus: 03/26 Dem Caucus: 03/26				Maj Caucus: 02/26 Min Caucus: 02/26			

Comments: 3/29: Staff noted the review is in response to the Reconnect Program the USDA is working on to expand broadband services in rural areas.

Summary: A person who is eligible to apply for the Rural E-connectivity Pilot Program established pursuant to the federal Consolidated Appropriations Act of 2018 is permitted to request that the Department of Agriculture review the person's application for accuracy, and the Dept cannot deny an applicant's request.

HB2672	vacation rentals; short-term rentals; regulation							
	1st Read: 03/12		2nd Read: 03/13		1st Read: 02/13		2nd Read: 02/14	
	COM 03/28 - DPA 4-2-2-0-0-0				GOV 02/21 - DPA 8-2-0-1-0-0	03/07 - DPA	03/11 - PASSED	
	RULES 04/01 - PFC				RULES 03/04 - C&P 7-0-0-0-1-0		41-19-0-0-0-0	
	Rep Caucus: 04/02 Dem Caucus: 04/02				Maj Caucus: 03/05 Min Caucus: 03/05			

Comments: 2/15 Staff explained the bill noting this was an agreement between the vacation rental industry and communities in which short-term rentals are located. The LPC noted some concerns with placing additional burdens on property owners and concerns over bad actors in some communities. The LPC voted to **SUPPORT** the bill.

Summary: The list of purposes for which counties and municipalities are permitted to regulate short-term rentals is expanded to include restricting the maximum number of adult occupants allowed on the property at any one time to no more than two adults per sleeping room plus two adults, restricting the maximum number of guests, requiring the installation of safety and monitoring equipment that monitors and detects the level of noise and number of occupants on the property and transmittal of that information to the property owner or manager, and requiring the owner to provide contact information for the person responsible for responding to complaints at any time of day. Vacation rentals and short-term rentals are prohibited from being used for nonresidential uses, including a retail, restaurant, banquet space, event center or other similar use.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2676	public officers; records; confidentiality 1st Read: 02/28 GOV 03/11 - DP 7-0-0-0-0-0 RULES 03/18 - PFC Rep Caucus: 03/19 Dem Caucus: 03/19	03/20 - DP	2nd Read: 03/04		1st Read: 02/14 PS 02/20 - DP 7-0-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DP	2nd Read: 02/18 02/26 - PASSED 56-3-1-0-0-0	SPONSORS: ALLEN J
Comments: 2/15 Staff explained this bill codifies existing practices. The LPC voted to SUPPORT the bill.								
Summary: For the purpose of statute allowing eligible persons to file an affidavit to request county officers and state agencies prohibit access to that person's information contained in certain public records, the restricted information is modified to include any identifying information, including any of that person's documents, instead of only the person's residential address and telephone number.								

HB2677	JLAC; auditor general 1st Read: 03/12 GOV 03/18 - DP 7-0-0-0-0-0 RULES 04/01 - PFC		2nd Read: 03/13		1st Read: 02/13 APPROP 02/20 - DPA 10-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26	02/27 - DPA	2nd Read: 02/14 03/04 - PASSED 59-0-1-0-0-0	SPONSORS: KERN
Comments: 4/5 Staff noted the OAG agreed to an amendment to remove the OAG's ability to attend county executive sessions and recommended a position of neutral. Staff noted that there are other entities that have concerns and may try to have the bill held for stakeholder meetings, if that occurs staff will request to be a part of the meetings. The LPC voted to move to NEUTRAL if the amendment removing the OAG's ability to attend executive session is adopted.								

2/15 Staff explained this would expand the Office Auditor General (OAG) authority to investigate financial fraud. The LPC noted concern for expanding a non-elected official's authority and voted to **OPPOSE** the bill.

Summary: Makes various changes relating to audits of public agencies. The OAG is required to conduct annual, instead of at least biennial, financial and compliance audits of financial transactions and accounts kept by or for all state agencies subject to the federal single audit requirements. The OAG is required, as resources allow, to conduct an investigation related to allegations of financial impropriety, malfeasance or nonfeasance of a state agency or of a political subdivision that is funded in whole or in part by tax revenue in connection with an audit authorized by law or on request of a state agency or specified public officers under specified circumstances. All officers of any state agency, board, commission, department, program or committee or any political subdivision and all contractors that contract with the state are required to afford reasonable and needed facilities for OAG staff and make records available in the form and at the time prescribed. The Joint Legislative Budget Committee is required to notify all members of the Legislature of the cost to conduct a special audit for any legislative measure that requires the OAG to perform a special audit. This information is required to be provided before the measure is scheduled for third read in the house of origin or in the house where the special audit provision was added. Modifies the list of factors a committee of reference must consider when determining the need for continuation or termination of an agency.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2734 TPT; contractors; reform
NOW: prime contracting; study committee

SPONSORS: COBB

1st Read: 02/13

2nd Read: 02/14

WM 02/20 - DPA/SE
10-0-0-0-0-0

02/27 - DPA

02/28 -
PASSED

RULES 02/25 - C&P
8-0-0-0-0-0

60-0-0-0-0-0

Maj Caucus: 02/26

Min Caucus: 02/26

Comments: 2/15 Staff noted that this is identical to a bill run in 2017. The bill would move almost everything that was previously taxed under prime contracting to be taxed at point of sale. There is potential for some counties to be unintentionally hurt because of a large variance in the amount of point of sale business vs. construction business from county to county. Staff is monitoring the bill and noted it may not have legs to move through the process. The LPC did not take action on the bill.

Summary: Repeals the Prime Contracting TPT Classification and establishes the Highway, Street and Bridge Classification and the Manufactured Building Classification. Everything not taxed under the two new classes that were taxed under Prime Contracting would be taxed at point of sale. Creates a municipal revenue sharing pool that collects 4% of prime contracting revenues from each city, to be allocated out to each city based on that city's percentage of construction permits.

HCR2023 constitutional property tax exemptions

SPONSORS: BIASIUCCI, CARROLL, et al

1st Read: 02/05

2nd Read: 02/06

WM None

RULES None

Comments: 2/15 Staff explained this is an AACo bill brought forward to address issues with conflicting constitutional provisions that have impacted the ability of disabled, honorably discharged veterans to receive a property tax exemption. The LPC voted to **SUPPORT** the bill.

Summary: Puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall.

Coincides with HB 2551, which makes necessary statutory changes, enacted conditionally upon the voters approving this HCR.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1001	highway safety fee; repeal; VLT 1st Read: 01/14 APPROP 01/22 - DPA 9-0-0-0-0-0 RULES 01/28 - PFC Rep Caucus: 01/29 Dem Caucus: 01/29	02/04 - DPA	2nd Read: 01/15 02/11 - PASSED 24-6-0-0-0-0				SPONSORS: UGENTI-RITA 1st Read: 02/26 2nd Read: 02/27 TRANS 03/27 - DP 4-3-0-0-0-0 APPROP 04/04 - DP 6-5-0-0-0-0 RULES None	

Comments: 1/17 Staff explained the potential impact to county transportation and general fund revenues as well as the potential impact to the states structural balance. Noting that the fee is necessary to protect Highway User Revenue Fund (HURF) from being used to fund DPS. The Board voted to **OPPOSE** the bill.

Summary: Repeals the highway safety fee that was previously required to be in an amount established by the Director of the Department of Transportation (ADOT) annually in order to fund 110 percent of the Department of Public Safety (DPS) Highway Patrol budget for each fiscal year. Set by the ADOT director at \$32, effective December 1, 2018.

Repeals changes to the valuation formula for the separate vehicle license tax (VLT) classification for motor vehicles powered by alternative fuels that are purchased on or after January 1, 2020, which would have become effective January 1, 2020. Duplicate bill HB 2019 highway safety fee; repeal; VLT..(Lawrence)

Estimated county impact is (\$623K) in FY20 and (\$1.25M) in FY21 in VLT revenue for transportation. (\$2.6M) in FY20 and (\$5.25M) in FY21 in VLT revenue deposited in county general funds. Additionally there is a potential for the department to be funded out of HURF again (\$8.9M) in FY20 and FY21 if full HURF shifts are reinstated.

SB1032	on-site early voting; identification required 1st Read: 01/14 JUD None		2nd Read: 01/15				SPONSORS: UGENTI-RITA	
--------	---	--	-----------------	--	--	--	-----------------------	--

Comments: 1/17 Staff explained the bill would require all early voting locations to check ID prior to providing a ballot. Today when at an early voting location the signature is verified. Staff indicated the review was for informational purposes, pending feedback from election officials.

Summary: Requires on-site early voting locations to require each elector to present and confirm identification as prescribed by statute before receiving a ballot.

SB1046	early voting list; mailing ballot 1st Read: 01/14 JUD 01/24 - DPA 4-3-0-0-0-0 RULES 01/28 - PFC Rep Caucus: 01/29 Dem Caucus: 01/29	02/06 - DPA	2nd Read: 01/15				SPONSORS: UGENTI-RITA	
--------	---	-------------	-----------------	--	--	--	-----------------------	--

Comments: 1/17 Staff explained the bill and indicated the review was for informational purposes today, pending feedback from election officials. The Board discussed some of the concerns with the bill, potential unintended consequences and the need to ensure timeliness in our elections.

Summary: Requires all electors on Permanent Early Voting List (PEVL) to return an early ballot by mail and prohibits on-site drop off at an early voting location or in person on Election Day. An elector on PEVL that does not mail in the early ballot may vote a provisional ballot in person on Election Day at that elector's designated polling location.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1064	<div><div>court security officers; certification; powers</div><div>1st Read: 01/16</div><div><div><div>GOV</div><div>01/28 - DP</div><div>7-0-0-0-0-0</div></div><div><div>RULES</div><div>02/04 - PFC</div></div></div><div>CON CAL - 02/04</div><div>Object: No</div><div><div>02/11 - PASSED</div><div>30-0-0-0-0-0</div></div></div> <div>Rep Caucus: 02/05</div> <div>Dem Caucus: 02/05</div>				<div><div>SPONSORS: BORRELLI</div><div>1st Read: 02/26</div><div><div><div>JUD</div><div>03/13 - DPA</div><div>7-3-0-0-0-0</div></div><div><div>RULES</div><div>04/08 - C&P</div><div>7-1-0-0-0-0</div></div></div><div>2nd Read: 02/27</div><div>Maj Caucus: 04/09</div><div>Min Caucus: 04/09</div></div>			
<div>Comments: 3/29: Staff explained the bill was going to be further amended on the floor after struggling to pass the House Judiciary Committee. The amendment will remove language granting court security officers the status of law enforcement officers, but maintains the same duties of the officers originally agreed upon by the counties.</div> <div>3/8: Staff explained concerns had been raised about the broad nature of the bill. However, the stakeholders have agreed to amendment language that would ease county concerns by more clearly defining the powers and duties of a court security officer. With the understanding that the amendment will be adopted, the LPC voted to take a NEUTRAL position on the bill.</div> <div>Authorizes courts to employ certified court security officers that possess all of the law enforcement powers of a peace officer. Directs the courts to train and certify the court security officers. Prohibits the court security officers from being eligible for PSPRS or CORP.</div>								
SB1068	<div><div>detention officers; arrest warrant; custody</div><div>1st Read: 01/16</div><div><div><div>TPS</div><div>01/30 - DPA</div><div>8-0-0-0-0-0</div></div><div><div>RULES</div><div>02/04 - PFC</div></div></div><div>02/11 - DPA</div><div><div>02/12 - PASSED</div><div>30-0-0-0-0-0</div></div></div> <div>Rep Caucus: 02/05</div> <div>Dem Caucus: 02/05</div>				<div><div>SPONSORS: LIVINGSTON</div><div>1st Read: 02/26</div><div><div><div>PS</div><div>03/20 - DP</div><div>6-0-0-0-1-0</div></div><div><div>RULES</div><div>04/01 - C&P</div><div>8-0-0-0-0-0</div></div></div><div>CON CAL - 04/01</div><div>Object: No</div><div>2nd Read: 02/27</div><div>Maj Caucus: 04/02</div><div>Min Caucus: 04/02</div></div>			

Comments: 2/1: Staff noted this is an AACo bill gives detention officers the ability to execute an arrest warrant and is aimed at freeing up sworn sheriff deputies. The LPC voted to **SUPPORT** the bill.

Summary: Extends when a detention officer may deliver a warrant to arrest a person to include: a hospital facility, justice or municipal court facility, or a person who is within a jail facility is who is found to have an outstanding warrant. In addition, a detention officer may take custody of a person whom a judicial officer remands into custody during a court proceeding.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1090	emergency voting procedures; board action 1st Read: 01/17 JUD 01/31 - DP 4-3-0-0-0-0 RULES 02/04 - PFC	CON CAL - 02/04 Object: Yes 02/25 - DPA	2nd Read: 01/22 02/27 - PASSED 16-14-0-0-0-0	04/11 - PASSED 16-13-1-0-0-0	1st Read: 03/05 ELECT 03/19 - DPA 6-4-0-0-0-0 RULES 03/25 - C&P 7-0-0-0-1-0	04/03 - RET ON CAL 04/08 - DPA	2nd Read: 03/06 04/08 - PASSED 31-27-2-0-0-0	

SPONSORS: UGENTI-RITA

Rep Caucus: 02/05
Dem Caucus: 02/05

Maj Caucus: 03/26
Min Caucus: 03/26

Transmitted to Governor: 04/11

Comments: 2/8: Staff explained the bill and recommend opposing the bill until an agreement can be worked out between the sponsor and AACo. The LPC voted to **OPPOSE** the bill.

Summary: Requires electors requesting to vote early due to an emergency to sign an affidavit under penalty of perjury that it is an emergency. Requires the board of supervisors to designate emergency voting locations by resolution. Requires ID for early voters.

AACo is working with the sponsor to finalize an amendment that will bring in language from the Senate Engrossed version of SB 1466 (Gray) last year.

SB1135	public records; responses 1st Read: 01/22 GOV None		2nd Read: 01/23					
--------	---	--	-----------------	--	--	--	--	--

SPONSORS: BOWIE, JERMAINE, et al

Comments: 2/1: Staff noted there have been concerns with the 10 day time frame and if it starts moving staff will reengage for a formal position.

Establishes at least 10 business days must pass before a request is considered denied for failure to respond promptly to a request for a public record. Establishes that a response may include: 1) record in the form request; 2) notification that the request is under review; 3) notification of denial; and 4) notification that the record is not maintained and where the information may be found.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1146	PSPRS; EORP; CORP; modifications 1st Read: 01/23 FIN 01/30 - DP 10-0-0-0-0-0 RULES 02/04 - PFC Rep Caucus: 02/05 Dem Caucus: 02/05				SPONSORS: LIVINGSTON 1st Read: 02/26 GOV 03/07 - DP 8-1-0-0-2-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19			

Comments: 2/1: Staff noted this bill attempts to rollback some major pension reforms done in 2011 in an effort to avoid additional lawsuits. The LPC voted to be **NEUTRAL** on the bill.

Summary: Makes various changes to statutes governing EORP, CORP, and PSPRS, in an attempt rollback 2011 pension reform provisions.

-Retroactive to July 20, 2011, permits an active elected official who became a member of EORP before January 1, 2012, or an active member who became a member of PSPRS or CORP before January 1, 2012 to redeem any amount of eligible prior service without having to have accrued any minimum amount of credited service in the plan.

-Retroactive to July 1, 2017, for PSPRS or CORP members enrolled before July 1, 2017, specifies the discount rate is the assumed rate of return that is prescribed by the PSPRS Board.

-By June 30, 2019, authorizes the PSPRS Board to choose to require interest to be paid on monies returned to members of a retirement plan or system under the jurisdiction of the board for the period of time between the transaction until a date to be determined by the PSPRS Board, but not later than the effective date of this legislation.

SB1164	ombudsman-citizens aide; executive session; access 1st Read: 01/23 GOV 02/04 - DP 7-0-0-0-0-0 RULES 02/11 - PFC Rep Caucus: 02/12 Dem Caucus: 02/12				SPONSORS: FARNSWORTH D. (16), CONTRERAS, et al 1st Read: 02/26 GOV 03/14 - DP 11-0-0-0-0-0 RULES 03/25 - C&P 7-0-0-0-1-0 Maj Caucus: 03/26 Min Caucus: 03/26			
--------	---	--	--	--	---	--	--	--

Comments: 2/8: Staff described that the Ombudsman-Citizens Aide's office explained in the Senate Government committee that they view this as an authority they already have, but want it affirmed. Staff also mentioned there have been some concerns raised about this bill but they would continue to follow the issue. The LPC did not take a position.

Summary: Authorizes the The Obmudsman-Citizens Aide to access minutes and discussions made during executive session of a public body, when investigating alleged violations of public meeting law.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1165	prohibition; texting while driving NOW: texting while driving; prohibition 1st Read: 01/23 TPS 02/20 - DPA/SE 7-1-0-0-0-0 RULES 02/25 - PFC Rep Caucus: 02/26 Dem Caucus: 02/26	03/04 - DPA	2nd Read: 01/24 03/04 - PASSED 20-10-0-0-0-0					
					1st Read: 03/05 TRANS 03/13 - DPA 5-1-0-1-0-0 RULES 04/08 - C&P 7-1-0-0-0-0 Maj Caucus: 04/09 Min Caucus: 04/09		2nd Read: 03/06	
	SPONSORS: BROPHY MCGEE, BRADLEY, et al							
	Comments: 2/8: Staff explained the bill noting it aligns with the December Distracted Driving Resolution passed by the Board. There will be two bills running concurrently, HB 2531 will be amended with the same language and run through the House. The LPC voted to SUPPORT the bill.							
	Summary: Requires anyone (with limited exceptions) operating a motor vehicle from using a handheld portable wireless communication device unless the vehicle is stopped or parked. Allows for the device to be mounted in the vehicle so the driver may tap or swipe to operate the device.							
	Makes the violation a primary petty offense. Fines for a violation are at least \$75 but not more than \$149 for the 1st violation and \$150 but not more than \$250 for a 2nd offense.							
SB1203	axle fees; commercial vehicles; repeal 1st Read: 01/28 TPS 02/06 - DP 7-1-0-0-0-0 APPROP None RULES None		2nd Read: 01/29					
								SPONSORS: LIVINGSTON

Comments: 2/8: Staff explained that this bill would be removing a fee that has the potential to fund transportation infrastructure along the Arizona-Mexico border, and was backed by Santa Cruz County during the 2018 legislative session. The LPC voted to **OPPOSE** the bill.

Summary: Repeals statute authorizing the Department of Transportation to establish axle fees on nonresidents operating a foreign vehicle or foreign vehicle combination that enters Arizona by crossing the border between Arizona and Mexico in the furtherance of a commercial enterprise.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1235	possessory improvements; government property; assessment 1st Read: 01/29 FIN 02/06 - DPA 9-0-1-0-0-0 RULES 02/11 - PFC Rep Caucus: 02/19 Dem Caucus: 02/19	02/27 - DPA	2nd Read: 01/30 02/28 - PASSED 30-0-0-0-0-0		1st Read: 03/05 WM 03/13 - DP 10-0-0-0-0-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19	03/21 - DPA	2nd Read: 03/06	SPONSORS: MESNARD
Comments: 2/15 Staff noted this is an AACo proposal that would allow the county assessor to use a hybrid valuation for private property on leased government land. The LPC voted to SUPPORT the bill.								
Summary: Allows improvements on possessory rights to be valued as real property, using a limited property value.								
SB1236	tax liens; fees; certificate expiration 1st Read: 01/29 FIN 02/06 - DP 9-0-1-0-0-0 RULES 02/11 - PFC Rep Caucus: 02/19 Dem Caucus: 02/19	CON CAL - 02/11 Object: No	2nd Read: 01/30 02/20 - PASSED 30-0-0-0-0-0		1st Read: 02/26 WM 03/13 - DP 10-0-0-0-0-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19	CON CAL - 03/18 Object: No	2nd Read: 02/27	SPONSORS: MESNARD
Comments: 2/15 Staff explained this is an AACo bill to provide clarity that outstanding fees to a parcel are able to be recouped by the county as part of a tax lien sale. The LPC voted to SUPPORT the bill.								
Summary: Includes any outstanding fees attached to a parcel in the aggregate tax lien sale amount.								
SB1241	state parks board; heritage fund 1st Read: 01/29 NRE 02/06 - DP 7-0-0-0-0-0 APPROP 02/19 - DP 8-1-0-0-0-0 RULES 02/25 - PFC Rep Caucus: 02/26 Dem Caucus: 02/26	CON CAL - 02/25 Object: No	2nd Read: 01/30 02/28 - PASSED 30-0-0-0-0-0		1st Read: 03/05 NREW 03/19 - DP 10-0-0-0-3-0 RULES None		2nd Read: 03/06	SPONSORS: BROPHY MCGEE, BOYER, et al
Comments: 3/8: Staff explained the the Stake Parks Heritage Fund was swept and repealed during the Great Recession and that this bill is attempting to reestablish the Fund, but clarified that the bill contains no appropriation. The LPC voted to SUPPORT the bill. Establishes the Arizona State Parks Heritage Fund, consisting of legislative appropriations, grants and donations to benefit State Parks, historic preservation projects, non-motorized trails and environmental education projects.								

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1248	property taxes; valuation; property modifications 1st Read: 01/30 FIN 02/20 - DPA 8-2-0-0-0-0 RULES 02/27 - PFC Rep Caucus: 02/27 Dem Caucus: 02/27				SPONSORS: LEACH 1st Read: 03/06 WM 03/13 - DPA 8-2-0-0-0-0 RULES None 2nd Read: 03/07			
		02/27 - RETAINED 02/28 - DPA	03/04 - PASSED 19-11-0-0-0-0					

Comments: 3/8: Staff explained that CSA had received a lot of concerns regarding the bill in its original form and that the bill had been amended to try and ease some concerns of the Assessors. The LPC exclaimed there were still concerns after the adoption of the amendment. The LPC voted to **OPPOSE** the bill.

The bill modifies the circumstances under which a property's LPV is established at or at a percentage of its FCV. This includes 1) modifications to a property whereby the total added value from the project equals at least 20% of the FCV of the property in the current tax year, 2) the subdivision of a property, and 3) the splitting or consolidation of a property whereby the total value increase is equal to or greater than 20% of the FCV in the preceding valuation year.

SB1285	construction contracts; public works; payments 1st Read: 01/30 GOV 02/11 - DP 7-0-0-0-0-0 RULES 02/18 - PFC Rep Caucus: 02/19 Dem Caucus: 02/19				SPONSORS: BORRELLI, FANN 1st Read: 03/05 COM 03/12 - DPA 9-0-0-0-0-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19			
		CON CAL - 02/18 Object: Yes 02/25 - DPA	02/27 - PASSED 30-0-0-0-0-0			03/21 - RET ON CAL 04/03 - RET ON CAL		

Comments: 3/29: Staff noted that feedback has been provided to the subcontractors and we are waiting to hear if they are willing to make any changes and encouraged Supervisors to share their concerns with the bill as drafted. 3/15 Staff shared that an amendment was added to restore counties ability to retain up to 10% of progress payments instead of 5% and we are working on getting an amendment for the floor to address our other issues. 2/21 Staff explained the bill noting some of the concerns that have come up are reduction in the progress payments being withheld, lack of clarity in the payment structure to the subcontractor, and reduce the counties ability to have the prime hold the subcontractor accountable for the workman ship. The Board noted that the construction business has a lot of protracted legal issues and it is something we don't want to get caught in the middle. The Board voted to **OPPOSE** the bill and seek amendments.

Summary: The bill changes the payment and complaint process requirements on public construction contracts. Some of the changes include 1) modifying the amount withheld from the progress payments until completion from 10 percent to 5 percent; 2) giving both the contractor and subcontractor ability to require progress payments from the county; and 3) requires the county to specify the reason for not approving a progress payments.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1292	misconduct involving weapons; classification 1st Read: 01/30 JUD 02/21 - DP 4-3-0-0-0-0 RULES 02/27 - PFC				SPONSORS: GOWAN 2nd Read: 01/31			
		03/05 - RETAINED 03/11 - RETAINED						
	Rep Caucus: 02/27 Dem Caucus: 02/27							

Comments: 2/8: Staff noted the police organizations and current feedback from Sheriff's note that they are opposed to the reducing the penalty as it strips away counties ability to keep our buildings safe. The LPC noted they are opposed to the idea of the bill but did not take a position.

Summary: The classification for misconduct involving weapons for entering any public establishment or attending any public event and carrying a deadly weapon after a reasonable request by the operator of the establishment or sponsor of the event to remove the weapon and place it in temporary secure storage is reduced to a petty offense, from a class 1 (highest) misdemeanor. The classification for misconduct involving weapons for entering an election polling place on election day carrying a deadly weapon is reduced to a class 3 (lowest) misdemeanor, from a class 1 (highest) misdemeanor.

SB1332	alternative fuel vehicles; VLT 1st Read: 01/31 TPS 02/13 - DPA 7-0-1-0-0-0 RULES 02/18 - PFCA				SPONSORS: LIVINGSTON, BIASIUCCI 2nd Read: 03/07			
		02/21 - DPA	2nd Read: 02/04 02/25 - PASSED 29-0-1-0-0-0		1st Read: 03/06 WM 03/13 - DP 8-0-0-1-1-0 RULES 03/18 - C&P 8-0-0-0-0-0	CON CAL - 03/18 Object: No		
	Rep Caucus: 02/19 Dem Caucus: 02/19				Maj Caucus: 03/19 Min Caucus: 03/19			

Comments: 3/8: Staff explained that the bill was amended to have new alternative fuel vehicles begin paying full VLT starting in 2023, rather than 2024. The LPC took no action on this item.

2/8: Staff explained that this was for information only and that this bill would repeal provisions of Laws 2018, Chapter 265 that increased the VLT revenues that counties would receive in FY20 and FY21. However, the taxing of alternative fuel vehicles at the same level as traditional vehicles would increase VLT revenues in the long-run. The LPC took no action on this item.

Summary:

As amended by Senate Transportation: For alternative fuel vehicles initially registered in 2022, sets the value of the vehicle at 20% of the base retail value. For alternative fuel vehicles initially registered in 2023 and beyond, VLT is assessed the same as traditionally powered vehicles (at 60% of the base retail value). Original Bill: For the separate vehicle license tax classification for motor vehicles powered by alternative fuels, the motor vehicle value for the first 12 months of the life of a motor vehicle registered in Arizona before January 1, 2022 is one percent of the manufacturer's base retail price, instead of the value for motor vehicles powered by alternative fuels that are purchased on or after January 1, 2020 being a percentage of the manufacturer's base retail price as set by the Dept. Establishes new calculations for the motor vehicle value of vehicles that are initially registered in Arizona in 2022 and 2023. From 2024 forward, requires that alternative fuel vehicles pay the same VLT as traditional vehicles.

Effective January 1, 2020.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1441	county officers; confidentiality; e-mail 1st Read: 02/05 GOV 02/11 - DP 7-0-0-0-0-0 RULES 02/18 - PFC	CON CAL - 02/18 Object: No	2nd Read: 02/06 02/21 - PASSED 30-0-0-0-0-0					
	Rep Caucus: 02/19 Dem Caucus: 02/19 Comments: 2/15 Staff noted this is an AACo bill focused on protecting constituents who opt-in to receive services via email from having their email addresses spammed. The LPC voted to SUPPORT the bill.				1st Read: 02/26 GOV 03/07 - DP 9-0-0-0-2-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19	CON CAL - 03/18 Object: No	2nd Read: 02/27	SPONSORS: PRATT

Summary: Requires county assessors and county treasurers to maintain the confidentiality of e-mail addresses provided by county residents who request to receive information and notices from these county offices by e-mail. Specifies this does not limit or prohibit the public from inspecting or copying other records pursuant to public records law that contain e-mail addresses provided by county residents.

SB1444	state lake improvement fund; counties 1st Read: 02/05 APPROP 02/12 - DP 6-3-0-0-0-0 RULES 02/18 - PFC	CON CAL - 02/18 Object: Yes 02/28 - DP	2nd Read: 02/06 03/04 - PASSED 17-13-0-0-0-0					
	Rep Caucus: 02/19 Dem Caucus: 02/19 Comments: 3/29: Staff explained the strike-everything amendment to SB 1444 was killed by the House Government Committee 3-8 and urged Supervisors to reach out to the legislators on the committee that voted no and thank them for their support.				1st Read: 03/14 GOV 03/28 - FAILED 3-8-0-0-0-0 RULES None		2nd Read: 03/18	SPONSORS: BORRELLI

Strike-everything amendment brings in language from HB 2001, which requires a board of supervisors to accept, without interference, all federal grant, award or other monies intended to supplement the approved budget of a law enforcement or prosecution agency.

3/15 HB 2001: Staff noted, thanks to support from the Supervisors in getting Legislators and Sheriffs to oppose, the bill did not receive an Appropriations Committee hearing and is therefore dead. Staff will continue to monitor legislation to make sure the issue doesn't pop up once again in some form.

1/17 HB 2001: Staff explained the bill substantially erodes the Board's ability to provide proper oversight of public dollars. The Board voted to **OPPOSE** the bill.

2/15 staff provided the bill for information only and explained the majority of the State Lake Improvement Fund (SLIF) revenues come from a percentage of the gas tax and 15 percent of watercraft license fees. The LPC noted additional details would be needed before weighing in on the bill. In addition there was discussion on impact to rural counties who have a large number of out of town visitors at their lakes without corresponding gas purchases. The LPC did not take a position on the bill.

Summary: The Arizona State Parks Board is required to separately account for monies that are collected in each county and distributed in the SLIF. The Board is required to distribute SLIF monies to each county on a quarterly basis in an amount that corresponds to the monies collected in that county. Counties are required to use the SLIF monies for a list of specified purposes.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1445	parks board; deputy; senate confirmation NOW: pipeline valuation 1st Read: 02/05 NRE 02/20 - DPA/SE 6-1-0-0-0-0 RULES 02/27 - PFC Rep Caucus: 02/27 Dem Caucus: 02/27				SPONSORS: BORRELLI 1st Read: 03/07 WM 03/20 - DP 9-0-0-0-1-0 RULES 03/25 - C&P 7-0-0-0-1-0 CON CAL - 03/25 Object: Yes			

Comments: 3/8: Staff explained the background of the Transwestern Pipeline Company v. DOR lawsuits and that the lawsuits had ultimately favored the Transwestern Pipeline Company, resulting in refunds from all entities that levy a property tax on the pipeline. It was explained that the issue is recurring because DOR is unable to account for economic obsolescence in the valuation of a pipeline and that this bill would correct that. The LPC voted to **SUPPORT** the bill.

Requires DOR, in determination of the value of a pipeline, to provide adjustments for economic obsolescence.

SB1448	alarm systems; low-voltage electric fences 1st Read: 02/05 TPS 02/13 - DP 7-0-1-0-0-0 RULES 02/18 - PFC Rep Caucus: 02/19 Dem Caucus: 02/19				SPONSORS: FARNSWORTH E. (12) 2nd Read: 03/06 RA 03/18 - DP 5-1-0-0-1-0 RULES 03/25 - C&P 7-0-0-0-1-0 CON CAL - 03/25 Object: No 04/03 - PASSED 43-17-0-0-0-0 Maj Caucus: 03/26 Min Caucus: 03/26			
--------	---	--	--	--	---	--	--	--

Transmitted to Governor: 04/04 Signed: 04/10

Comments: 2/15 Staff explained this would not impact agricultural or residential properties, but is intended for commercial properties with an enclosed electric fence connected to a larger alarm system. The LPC did not take action on the bill.

Summary: For the purpose of regulation of alarm agents and alarm businesses, the definition of "alarm" or "alarm system" is expanded to include a "low-voltage electric fence" (defined as a fence with an electric fence energizer that is powered by a commercial storage batter with a rated voltage of up to 12 volts and that produces an electric charge on contact with the fence, and that meets other specified requirements). The regulation of low-voltage electric fence alarm systems is of statewide concern and is not subject to further regulation by a county, municipality or other political subdivision.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

SB1460	TPT; digital goods and services				SPONSORS: UGENTI-RITA			
	1st Read: 02/11				2nd Read: 02/12			
	FIN 02/13 - DPA 6-4-0-0-0-0							
	RULES 02/25 - PFC							
	Rep Caucus: 03/12							
	Dem Caucus: 03/12							

Comments: 3/15: Staff noted that the idea of an amendment that satisfied our concerns was rejected by the bill proponents, with no current communication going on between both sides, thus holding up the bill. Staff also explained that the Senate President has stated she will not put the bill up for a vote without confirmation that the bill has the votes to pass. It seems unlikely at this time that 16 supporting votes exist and staff will continue to speak with the concerned Senators to ensure they do not support the bill in its current form.

3/8: Staff explained that conversations had been taking place with ATRA and the League in understanding the impacts of the bill and seeking to ease concerns. Staff noted one of the biggest concerns with the bill is that the new tax classification is not structured in a traditional TPT model and states only two things are taxable, while everything else is not taxable in the bill. This is opposite of the traditional manner in which all things are taxable, unless specifically exempted. Staff explained ATRA was unwilling to address this issue, but that there was potentially an amendment coming to fruition in the Senate that would address our concerns. The LPC voted to **OPPOSE** the bill in its current form, but left open the ability for staff to advocate from a neutral position if Senate Leadership supports the proposed amendment.

2/8: Staff explained that due to advances in technology, things that were once taxable in tangible form are now in an electronic format and there are differing opinions on how they should be taxed. The bill also attempts to draw a line between what is a good and what is a service. Staff reminded the committee that CSA took a position of opposition to this bill in 2018, but that this version was slightly different. The LPC did not take a position.

Summary: Excludes the sale, lease, licensing, purchase or use of "digital services" from TPT and use tax. Establishes the digital goods classification of TPT, comprised of the business of selling, leasing or licensing the use of "prewritten computer software" or providing "specified digital goods". Establishes a list of exemptions from the digital goods classification. Levies an excise tax on using or consuming prewritten computer software and specified digital goods in Arizona as a percentage of the acquisition price, which applies to any purchaser that purchases these items for resale but that subsequently uses or consumes the items. Describes how prewritten computer software and specified digital goods are sourced.

SB1519	flood control districts; procedures				SPONSORS: KERR			
	1st Read: 02/06				2nd Read: 02/07			
	WAG 02/21 - DPA 4-3-0-0-0-0							
	RULES None							

Comments: 2/15 Staff explained some of the concerns with the bill including restricting a flood control district's ability to consider the impact to adjacent private property, the impact to federal flood insurance rates, and rule-making requirements. The LPC expressed their concern with the legislation noting it would increase costs and create havoc. The LPC voted to **OPPOSE** the bill.

Summary: Makes significant changes to a flood control districts ability to restrict extraction of aggregate, floodplain use permits, rule making procedures, substantive policy statements and licensing time frames.

CSA Bills

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2429	appropriations; EORP contributions; counties				SPONSORS: THORPE, LAWRENCE			
					1st Read: 01/30		2nd Read: 01/31	
					GOV 02/07 - DP 10-1-0-0-0-0	03/14 - DP	03/19 - FAILED	
					APPROP 02/13 - DP 11-0-0-0-0-0		17-42-1-0-0-0	
					RULES 03/06 - C&P 7-0-0-0-1-0			
					Maj Caucus: 03/07 Min Caucus: 03/07			
Comments: Provides permanent relief of \$3 million dollars to counties with a population of less than \$350,000.								
HB2467	west basin water users; committee NOW: committees; west basin water users				SPONSORS: COBB			
	1st Read: 03/12		2nd Read: 03/13		1st Read: 02/04		2nd Read: 02/05	
	WAG 03/21 - DP 5-0-2-0-0-0				NREW 02/19 - DPA/SE 12-0-0-0-1-0	03/06 - RET ON CAL	03/11 - PASSED	
	RULES 03/25 - PFC				RULES 03/04 - C&P 7-0-0-0-1-0	03/07 - DPA	53-7-0-0-0-0	
	Rep Caucus: 03/26 Dem Caucus: 03/26				Maj Caucus: 03/05 Min Caucus: 03/05			
Comments: Allows for the implementation of local stakeholder processes regarding groundwater issues in La Paz and Mohave Counties.								
SB1084	funeral; last illness; expenses; lien				SPONSORS: BORRELLI			
	1st Read: 01/17		2nd Read: 01/22		1st Read: 03/04		2nd Read: 03/05	
	JUD 01/31 - DPA 5-0-2-0-0-0	02/06 - DPA	02/07 - PASSED		JUD 03/27 - DP 10-0-0-0-0-0	04/04 - DP		
	RULES 02/04 - PFC		30-0-0-0-0-0		RULES 04/01 - C&P 8-0-0-0-0-0			
	Rep Caucus: 02/05 Dem Caucus: 02/05				Maj Caucus: 04/02 Min Caucus: 04/02			
Comments: Allows counties to follow a more cost effective path to be reimbursed for burying individuals if the decedent had real personal property.								

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1140	county contributions; committed youth; repeal. 1st Read: 01/22 <div><div>APPROP01/29 - DP 9-0-0-0-0-0</div><div>RULES02/04 - PFC</div></div> Rep Caucus: 02/05 Dem Caucus: 02/05				SPONSORS: LEACH 1st Read: 02/26 <div><div>APPROP03/06 - DP 10-0-0-0-1-0</div><div>RULESNone</div></div> 2nd Read: 02/27			
Comments: Seeks to eliminate the Arizona Department of Juvenile Corrections (ADJC) cost shift to counties which funds 25 percent of the cost of ADJC.								
SB1293	appropriations; EORP contributions; counties. 1st Read: 01/30 <div><div>APPROP02/12 - DP 9-0-0-0-0-0</div><div>RULES02/18 - PFC</div></div> Rep Caucus: 02/19 Dem Caucus: 02/19				SPONSORS: GOWAN 1st Read: 03/12 <div><div>GOV03/21 - DP 7-1-0-0-3-0</div><div>APPROP04/03 - DP 11-0-0-0-0-0</div><div>RULESNone</div></div> 2nd Read: 03/13			

Ongoing LPC List (Alive)

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2008	duty to report; supervisor; administrator 1st Read: 02/27 JUD 03/07 - DP 7-0-0-0-0-0 RULES 03/11 - PFC	CON CAL - 03/11 Object: No	2nd Read: 02/28 04/04 - PASSED 29-0-1-0-0-0		1st Read: 01/22 JUD 02/13 - DPA 10-0-0-0-0-0 RULES 02/18 - C&P 8-0-0-0-0-0	02/25 - DPA	2nd Read: 01/23 02/25 - PASSED 60-0-0-0-0-0	SPONSORS: KAVANAGH
	Rep Caucus: 03/12 Dem Caucus: 03/12				Maj Caucus: 02/19 Min Caucus: 02/19			Transmitted to Governor: 04/08 Signed: 04/11 Chapter: 70

Comments: 2/1: Staff noted this was for informational purposes to ensure potentially impacted departments have time to evaluate any impact for expanding responsibility for reporting abuse or neglect of a minor to supervisors of a person with a duty to report.

Summary: The list of persons with a duty to report a reasonable belief that a minor has been the victim of abuse or neglect is expanded to include any person who is employed as the immediate or next higher level supervisor to or administrator of a person who has a duty to report (other than the child's parent or guardian) and who develops the reasonable belief in the course of the supervisor's or administrator's employment.

HB2026	public resources; influencing elections; penalties 1st Read: 03/04 JUD 03/27 - W/D APPROP 04/02 - DPA/SE 8-1-0-0-0-0 RULES None		2nd Read: 03/05		1st Read: 02/05 ELECT 02/12 - DP 5-4-0-0-1-0 GOV 02/14 - DP 6-5-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0	02/26 - DP	2nd Read: 02/06 02/28 - PASSED 31-29-0-0-0-0	SPONSORS: KAVANAGH
					Maj Caucus: 02/25 Min Caucus: 02/25			

Comments: Update: On April 2nd, HB 2026 received an unrelated strike-everything amendment and is no longer a concern to CSA.

3/15 Staff explained the League of Cities and Towns is pushing for an amendment that only allows an individual to initiate a suit if the CAO or AG rules no election influencing was done by the political subdivision, or if the CAO or AG fails to act on a claim by an individual within 120 days. The amendment further clarified that the use of a public facility for a political purpose is not influencing elections and that in the event the courts rule that no violation occurred, the individual that brought the accusation is responsible for court costs. Staff recommended the Board maintain the position of opposition and stated they will be reaching out Senators individually to ask them to oppose the bill.

1/25: Staff explained that the bill would allow residents to sue an employee of a city, town, county, school district, or charter school for using resources to influence an election. Staff explained that they feel that there are current remedies in place to address this problem. The LPC moved to **OPPOSE** the bill.

Summary: Allows any resident of a jurisdiction that is alleged to have used county, municipal, school district or charter school resources or employees to influence elections is authorized to initiate a suit in the superior court for the purpose of enforcing compliance. Civil penalties paid for violations must be paid to the Attorney General or County Attorney in actions filed by those officers, and must be paid to the resident in an action filed by a resident.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2047	HURF distribution; cities, towns, counties 1st Read: 03/12 APPROP 03/19 - DP 8-0-1-0-0-0 RULES None		2nd Read: 03/13		1st Read: 02/12 APPROP 02/20 - DP 9-1-0-0-1-0 RULES 03/04 - C&P 7-0-0-0-1-0 Maj Caucus: 03/05 Min Caucus: 03/05	03/07 - DPA	SPONSORS: COOK, CAMPBELL, et al 2nd Read: 02/13 03/11 - PASSED 60-0-0-0-0-0	

Comments: 3/15: Staff explained a floor amendment had been adopted that removed the way monies were originally distributed in the bill and instead appropriates \$60 million to ADOT in FY 2020 for street and highway projects, to be divvied between counties and municipalities. Staff reminded Supervisors to consider changing their individual position on the Request to Speak system to reflect the changes.

Summary as amended by House COW:

Appropriates \$60 million in FY 2020 from the GF to ADOT for street or highway projects, to be allocated as follows:

- \$30 Million to counties, with each county to receive \$1.5 Million and the remaining monies to be apportioned based on population.
- \$30 Million to cities and towns, with each city or town to receive \$150,000 and the remaining monies to be apportioned based on population.

1/17 Staff explained the bill does not add any revenues to statewide transportation but redistributed revenue from urban to rural areas. The Board noted that taking away funds from another county hurts us and is a distraction from the additional investment needed in transportation. The Board moved to **OPPOSE** the bill.

Comments: The bill originally required \$18 Million to be swept off the top of HURF in FY 2021 and redistributed to counties, cities and towns that were below a specified population threshold.

HB2055	juvenile court; jurisdiction; undesignated felony NOW: juvenile court; jurisdiction 1st Read: 02/28 JUD 03/28 - DPA 6-0-1-0-0-0 RULES 04/01 - PFCA	04/04 - DPA	2nd Read: 03/04 04/09 - PASSED 28-0-2-0-0-0		1st Read: 01/22 JUD 01/30 - DP 10-0-0-0-0-0 RULES 02/04 - C&P 8-0-0-0-0-0 Maj Caucus: 02/05 Min Caucus: 02/05	CON CAL - 02/04 Object: No	2nd Read: 01/23 02/27 - PASSED 57-1-2-0-0-0	SPONSORS: ALLEN J 04/18 - PASSED 60-0-0-0-0-0
--------	---	-------------	---	--	---	-------------------------------	---	---

Transmitted to Governor: 04/18

Comments: 2/1: Staff advised this bill clarified the juvenile court retains jurisdiction after the 18th birthday to move a class 6 felony down to a misdemeanor. The LPC noted this was a good idea and voted to **SUPPORT** the bill.

Summary: If a juvenile is adjudicated for a class 6 undesignated felony, the court is permitted to designate the offense as a class 1 misdemeanor at any time. The bill clarifies that the juvenile court retains jurisdiction after a juvenile's 18th birthday for the purpose of designating an undesignated felony offense as a misdemeanor.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2095	agricultural property classification; water reduction 1st Read: 02/25 FIN 03/06 - DPA 8-0-2-0-0-0 RULES 03/11 - PFC				SPONSORS: COOK, CAMPBELL, et al 1st Read: 01/23 WM 01/30 - DP 9-0-0-0-1-0 LAG 01/31 - DP 7-0-0-0-0-0 RULES 02/11 - C&P 8-0-0-0-0-0			
		03/25 - DPA	03/26 - PASSED 30-0-0-0-0-0			CON CAL - 02/11 Object: No	02/14 - PASSED 60-0-0-0-0-0	04/03 - PASSED 59-0-1-0-0-0
	Rep Caucus: 03/12 Dem Caucus: 03/12				Maj Caucus: 02/12 Min Caucus: 02/12			

Transmitted to Governor: 04/03 Signed: 04/09 Chapter: 49

Comments: 2/8: The staff explained that this bill was for information purposes only and aimed at resolving the concerned over how fallowed land in Pinal County (as a result of the Drought Contingency Plan) would be assessed. The LPC took no action on this item.

Summary: For the purpose of the property tax classification as property used for agricultural purposes, property that has been in active production may be inactive or partially inactive due to a partial reduction in the available water supply or irrigation district water allotments for agriculture use in the farm unit.

HB2109	county transportation excise tax. 1st Read: 03/07 TPS 03/27 - DP 5-3-0-0-0-0 RULES 04/01 - PFC				SPONSORS: SHOPE 1st Read: 01/28 WM 02/20 - DP 9-1-0-0-0-0 TRANS 02/20 - DP 4-1-0-1-1-0 RULES 03/04 - C&P 7-0-0-0-1-0			
		04/04 - DP	04/04 - PASSED 21-8-1-0-0-0			03/06 - DP	03/06 - PASSED 44-16-0-0-0-0	
	Rep Caucus: 04/02 Dem Caucus: 04/02				Maj Caucus: 03/05 Min Caucus: 03/05			

Transmitted to Governor: 04/08 Signed: 04/09 Chapter: 50

Comments: 1/25: Staff explained that the bill would increase the maximum allowable levy for a regional transportation authority from 0.5% to 1.0%. The LPC moved to **SUPPORT** the bill.

Summary: Increases the allowable tax rate that a regional transportation authority (RTA) can ask voters to approve for roads from 0.5% to 1.0%. Caps the combined excise tax that can be levied by an RTA and a county for transportation purposes at 1.0%.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2113	direct primary care providers; dentists 1st Read: 02/28 HHS 03/27 - DPA/SE 8-0-0-0-0-0 RULES None		2nd Read: 03/04		1st Read: 01/28 HHS 02/14 - DPA 9-0-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DPA	2nd Read: 01/29 02/26 - PASSED 59-0-1-0-0-0	SPONSORS: GRIFFIN

Comments: 4/5 Staff explained the bill and amendments currently being worked on to clarify when an adult changing station would be required. The LPC did not take a position on the bill.

Summary: The strike everything amendment requires a state and local governments that construct a new restroom or totally renovates an existing restroom (\$50K & complete gut of finishes/systems) must include at least one changing station capable of serving both a baby and adult that is accessible by men and women; provide signage; and include in building directory, if available. Exemptions may be made if installation of a changing station would not be feasible, impact compliance with ADA standards or would destroy the historic significance of a property.

Note: Discussions with the proponents of the bill the goal is to have one restroom that serves the public be equipped with an adult changing station in a family accessible bathroom preferably on the 1st floor of a building that serves the public. Staff is working on getting an amendment to clarify that this would only be in public facing buildings and would not apply to buildings or bathrooms that serve only staff.

HB2114	county real estate; appraisals 1st Read: 02/28 GOV 03/11 - DP 7-0-0-0-0-0 RULES 03/18 - PFCA	03/20 - DPA	2nd Read: 03/04 03/25 - PASSED 30-0-0-0-0-0		1st Read: 01/28 GOV 02/14 - DPA 10-0-0-0-1-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DPA	2nd Read: 01/29 02/26 - PASSED 58-2-0-0-0-0	SPONSORS: GRIFFIN 04/10 - PASSED 60-0-0-0-0-0
--------	--	-------------	---	--	--	-------------	---	---

Rep Caucus: 03/19
Dem Caucus: 03/19

Transmitted to Governor: 04/10 Signed: 04/16 Chapter: 88

Comments: 3/15 Staff stated that an amendment was adopted to the bill that allows a county BOS to lease properties without a public auction if the rental value of the property is less than \$5,000 per month and the Board meets specified noticing requirements. Staff noted that the bill, as amended, provides the counties greater flexibility in the sale of small, lower valued property and would allow the county to avoid having to go to auction for all lease agreements. The committee voted to **SUPPORT** the bill.

2/1: Staff noted this was for informational purposes and seeking additional clarity on the bill. Update: This bill is coming out of Maricopa County it streamlines the sale/lease of excess property by giving counties the option of using an in-house appraiser for the sale of excess real property and allowing a county to utilize a market analysis based on comparable sales in the sale of real property with no market value or with a net value of less than \$10,000. The LPC did not take a position

Summary: In the sale of county property, requires the BOS to have the property appraised by a licensed appraiser at market value. The minimum acceptable bid would be 90% of the market value. If the property has no market value or a net value of \$10,000 or less, the value may be justified by a market analysis based on comparable sales. Currently, the appraiser determines minimum price based on 90% of their appraised value.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2131	state agencies; citizen portal; access 1st Read: 02/28 GOV 03/18 - DPA 4-3-0-0-0-0 RULES 04/08 - PFC Rep Caucus: 04/16 Dem Caucus: 04/16		2nd Read: 03/04		1st Read: 01/28 TECH 02/06 - DP 5-1-0-0-1-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DP	2nd Read: 01/29 02/26 - PASSED 33-26-1-0-0-0	SPONSORS: THORPE

Comments: 2/8: Staff noted the lack of clarity on what information would need to be online and potential cost associated implementation. A meeting has been scheduled with the sponsor to work through some of the concerns. The LPC did not take a position on the bill. Update: Staff was able to get an amendment to confirm counties were removed from the requirement.

Summary: Requires each "state agency" (including political subdivisions) that collects personal information from any person is required to establish a citizen portal, which must be a secure online website that allows a person to access the person's personal information that the state agency collects and to correct any error in the person's personal information.

HB2146	contracts; licensure requirements; waiver; applicability 1st Read: 03/07 JUD 03/21 - DP 4-3-0-0-0-0 RULES None		2nd Read: 03/11		1st Read: 01/28 COM 02/12 - DPA 5-4-0-0-0-0 RA 02/18 - DPA 4-3-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DPA	2nd Read: 01/29 02/26 - PASSED 32-28-0-0-0-0	SPONSORS: RIVERO
--------	--	--	-----------------	--	---	-------------	--	------------------

Comments: 2/1: Staff noted that the concerns addressed last year related to its constitutionality and consumer protections have not been addressed in this year's bill. Last year Laws 2018, Chapter 44 created a regulatory sandbox for financial products that exempted regulations, but have consumer protections. The LPC voted to **OPPOSE** the bill.

Summary: This is similar to HB 2490 that this body opposed. It allows for a contract between two or more private parties, the parties are authorized to agree to waive any state, county or municipal laws relating to license, certification, registration or other authorization. The contract must be delivered primarily electronically, may not exceed \$6,000 per contract or more than \$250,000 between two parties within a year. With some exceptions for health professions and any regulated practice of law.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2190	CORP; accidental disability; definition 1st Read: 03/28 APPROP 04/02 - DPA 8-1-0-0-0-0 RULES None		2nd Read: 04/01		1st Read: 01/24 PS 01/30 - DP 7-0-0-0-0-0 GOV 02/07 - DP 10-1-0-0-0-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26	03/07 - DP	2nd Read: 01/28 03/27 - PASSED 58-2-0-0-0-0	SPONSORS: PAYNE

Comments: 4/5: Staff explained a significant improvement was made with the adoption of an amendment in Appropriations that removed the language making an employee eligible for accidental disability if a new job offer from the employer doesn't come with equivalent pay and benefits. Staff noted there are still concerns and will continue to raise these concerns with the Legislators.

3/8: Staff explained there had been serious concerns raised by the counties on this bill. Staff also explained that, after conversations with the sponsor, the bill had been held for some time, but is now moving forward again. The LPC voted to **OPPOSE** the bill.

1/25: Staff explained the bill, noting there will be additional stakeholder conversations next week and would recommend bringing the issue back for discussion at another meeting. The LPC did not take action on the bill.

Summary: Removes the requirement that to qualify for accidental disability under CORP, the accident must have been caused by physical contact or a confrontational situation with an inmate, prisoner or parolee or a job-related motor vehicle accident while on official business. Qualifies an individual for accidental disability benefits if it is determined that the accident permanently prevents an employee from performing a reasonable range of duties with equivalent pay and benefits within the employee's department.

HB2229	cable licensing; video service providers 1st Read: 02/25 COM 03/14 - DP 7-0-1-0-0-0 RULES 03/18 - PFC	03/26 - DP	2nd Read: 02/26 04/04 - PASSED 29-0-1-0-0-0		1st Read: 01/23 COM 01/29 - DP 9-0-0-0-0-0 RULES 02/11 - C&P 6-2-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12	02/14 - DP	2nd Read: 01/24 02/14 - PASSED 60-0-0-0-0-0	SPONSORS: ALLEN J
--------	---	------------	---	--	--	------------	---	-------------------

Transmitted to Governor: 04/08 Signed: 04/11 Chapter: 76

Comments: 1/25: Staff explained that last year SB 1140 passed which established a statewide preemption on video service providers, establishing the terms and conditions in title 9. HB 2229 would move this statute into title 11. The Board noted the concern with any rise in fees. The LPC took a position of **SUPPORT**.

Summary: Follow-up bill from last session (SB 1140) moving the county portion of the legislation out of title 9 into title 11.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2240	limitations of actions; dedicated property 1st Read: 03/05 JUD 03/14 - DP 6-1-0-0-0-0 RULES 03/18 - PFCA Rep Caucus: 03/19 Dem Caucus: 03/19	03/25 - DPA	2nd Read: 03/06 03/26 - PASSED 28-2-0-0-0-0		1st Read: 01/28 JUD 02/13 - DPA 6-4-0-0-0-0 RULES 02/18 - C&P 8-0-0-0-0-0 Maj Caucus: 02/19 Min Caucus: 02/19	02/27 - DPA	2nd Read: 01/29 03/04 - PASSED 51-8-1-0-0-0	SPONSORS: KERN 04/03 - PASSED 49-10-1-0-0-0

Transmitted to Governor: 04/03 Signed: 04/09 Chapter: 51

Comments: 2/1: Staff noted last year the LPC took a position of Neutral on identical language in HB 2116 and an amendment is currently being worked on between the League and the bills proponents. The LPC did not take a position on the bill.

Summary: Establishes an eight-year statute of repose for any action or arbitration involving an improvement to real property dedicated to a municipality or county, if the action is based on a permit required as a condition of development or a municipal/county code or other legal requirement, and the action is filed against a person who: 1) develops or develops and sells real property; or 2) performs or furnishes design, specifications, surveying, planning, supervision testing, construction or observation of construction.

HB2241	JLAC; political subdivisions; investigation 1st Read: 03/04 GOV 03/18 - DP 4-3-0-0-0-0 RULES 03/25 - PFC Rep Caucus: 03/26 Dem Caucus: 03/26	04/17 - DP	2nd Read: 03/05		1st Read: 01/28 GOV 02/21 - DP 6-4-0-1-0-0 RULES 02/25 - C&P 5-3-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26	02/27 - DPA	2nd Read: 01/29 02/28 - PASSED 31-29-0-0-0-0	SPONSORS: KERN
--------	--	------------	-----------------	--	--	-------------	--	----------------

Comments: 3/8: Staff explained the stakeholders had all come together and agreed upon amendment language that would remove any potential withholding of county state shared revenues. The bill now allows the Attorney General to utilize the courts to bring a county back into compliance with the uniform expenditure reporting system. The LPC voted to take a **NEUTRAL** position on the bill.

1/25: Staff explained that the bill would allow the Auditor General to request that JLAC direct the Attorney General to investigate a county, city, or town that is not in compliance with the Uniform Expenditure Reporting System. Additionally, if a political subdivision is found to be not in compliance and does not become compliant within 30 days, the Attorney General is authorized to direct the State Treasurer to withhold and redistribute the political subdivision's state shared revenues. The LPC moved to **OPPOSE** the bill.

Summary as amended in House COW:

Requires political subdivisions to comply with the uniform expenditure reporting systems instructions and forms prescribed by the Auditor General. Allows the Auditor General to notify the Joint Legislative Audit Committee (JLAC) and the Attorney General (AG) of noncompliance. Allows the AG to file a petition for special action in any court to compel a political subdivision to comply with the reporting system. Allows the AG to apply for injunctive relief in any court to force the political subdivision from violating this requirement.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2275	TPT exemption; crop production tools 1st Read: 02/27 FIN 03/13 - DPA 5-4-1-0-0-0 RULES None		2nd Read: 02/28		1st Read: 01/28 LAG 02/07 - DP 5-2-0-0-0-0 WM 02/13 - DP 6-4-0-0-0-0 RULES 02/18 - C&P 8-0-0-0-0-0 Maj Caucus: 02/19 Min Caucus: 02/19	02/25 - DP	SPONSORS: DUNN, COBB, et al 2nd Read: 01/29 02/25 - PASSED 32-28-0-0-0-0	

Comments: 2/8: The staff explained that this bill was for information purposes only and that the bill expanded the TPT exemption for propagative materials. The LPC took no action on this item.

Summary: The exemption from the retail classification of transaction privilege taxes and use taxes for "propagative materials" is modified to include: seeds, seedlings, roots, bulbs, cuttings, soil and plant additives, fertilizers, insecticides, herbicides, fungicides, soil fumigants, plant nutrients, plant growth regulators, and more. Is only applicable when sold to individuals that use the items to commercially produce agricultural, horticultural, viticultural or floricultural crops in Arizona. Applies retroactively to taxable periods beginning July 1, 2019. Does not authorize and refund of taxes paid before the effective date of this legislation.

HB2318	ADOT; consulting with third parties NOW: texting while driving; prohibition; enforcement 1st Read: 02/25 TPS 03/27 - DPA/SE 6-2-0-0-0-0 RULES 04/01 - PFCA	04/08 - DPA	2nd Read: 02/26 04/08 - PASSED 20-9-1-0-0-0		1st Read: 01/30 TRANS 02/06 - DP 6-0-0-0-1-0 RULES 02/11 - C&P 8-0-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12	CON CAL - 02/11 Object: No	SPONSORS: CAMPBELL, STRINGER 2nd Read: 01/31 02/14 - PASSED 44-16-0-0-0-0 59-1-0-0-0-0	04/18 - PASSED 44-16-0-0-0-0
--------	---	-------------	---	--	--	-------------------------------	--	---------------------------------

Transmitted to Governor: 04/18

Comments: 3/29: Staff noted the strike-everything amendment adds the language from SB 1165 texting while driving; prohibition (Brophy McGee) that has been held in House Rules. The LPC voted to **SUPPORT** SB 1165 on February 8th.

Summary: Requires anyone (with limited exceptions) operating a motor vehicle from using a handheld portable wireless communication device unless the vehicle is stopped or parked. Requires the device to be used in a hands-free manner unless they are activating or deactivating the device.

Makes the violation a primary petty offense. Fines for a violation are at least \$75 but not more than \$149 for the 1st violation and \$150 but not more than \$250 for a 2nd offense. Warnings for violations occur from the effective date until December 31, 2020 and citations begin on January 1, 2021. However, local authorities with existing legislation may continue to issue citations through December 31, 2020.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2363	tax lien sales; procedures 1st Read: 02/25 FIN 03/06 - DP 8-0-2-0-0-0 RULES 03/11 - PFC Rep Caucus: 03/12 Dem Caucus: 03/12	CON CAL - 03/11 Object: No	2nd Read: 02/26 03/18 - PASSED 30-0-0-0-0-0		1st Read: 01/30 WM 02/06 - DP 10-0-0-0-0-0 RULES 02/11 - C&P 8-0-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12	02/14 - DPA	SPONSORS: TOMA, LIVINGSTON 2nd Read: 01/31 02/14 - PASSED 60-0-0-0-0-0	

Transmitted to Governor: 03/19 Signed: 03/22 Chapter: 31

Comments: 2/1: Staff noted this is an AACo bill that is a result of a tax lien bidder that bid a lien down to 3% then withheld payment in an attempt to get the tax lien back on the market so it could be purchased for the full 16%. The LPC voted to **SUPPORT** the bill.

Summary: Various changes relating to tax lien sales. The county treasurer is required to continue the annual tax lien sale until the tax lien on each parcel has been offered for sale and no more bids are offered by purchasers, instead of until the tax lien on each parcel has been sold. The purchaser of a tax lien is required to pay the purchase price in cash at a time the county treasurer determines, instead of at the time of sale. If the sale has been closed, the county treasurer is authorized to prohibit a purchaser who failed to pay the amount due from purchasing tax liens from any county in Arizona for up to one year.

HB2453	land use plans; contents; aggregates 1st Read: 03/05 NRE 03/13 - DP 7-0-0-0-0-0 RULES 03/18 - PFC Rep Caucus: 03/19 Dem Caucus: 03/19	03/25 - DP	2nd Read: 03/06		1st Read: 02/11 NREW 02/19 - DP 12-0-0-0-1-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	CON CAL - 02/20 Object: No	SPONSORS: GRIFFIN 2nd Read: 02/12 03/04 - PASSED 59-0-1-0-0-0	
--------	---	------------	-----------------	--	--	-------------------------------	--	--

Comments: 2/8: Staff explained the bill and noted that CSA received positive feedback on the bill. The LPC voted to **SUPPORT** the bill.

Summary: The bill specifies that counties with 125,000 people or more may also include in their comprehensive plan information on how to locate existing mines from the Arizona Geological survey, existing mining operations and other geologic resources. It would also require the Arizona Geological Survey to annually update their database for existing mines and allow counties access to the database.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2486	study committee on county boundaries 1st Read: 03/12 GOV 03/25 - DP 4-3-0-0-0-0 RULES 04/01 - PFC Rep Caucus: 04/02 Dem Caucus: 04/02	04/09 - DP	2nd Read: 03/13		1st Read: 02/04 GOV 02/14 - DP 6-3-0-2-0-0 RULES 03/04 - C&P 7-0-0-0-1-0 Maj Caucus: 03/05 Min Caucus: 03/05	03/07 - DP	2nd Read: 02/05 03/11 - PASSED 31-29-0-0-0-0	

SPONSORS: GRIFFIN

Comments: 2/8: Staff explained the bill. The LPC did not take a position.

Summary: Establishes a 13-member Joint Study Committee on County Boundaries to research and report on the fiscal and related impacts of a change in the county boundary line between Cochise County and Santa Cruz County. The Committee is required to submit a report of its findings and recommendations to the Governor and the Legislature by June 30, 2020, and self-repeals January 1, 2021.

HB2493	appraisal methods; solar energy devices 1st Read: 02/28 FIN 03/27 - DPA/SE 8-0-2-0-0-0 RULES None		2nd Read: 03/04		1st Read: 02/04 WM 02/13 - DP 8-2-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DP	2nd Read: 02/05 02/26 - PASSED 48-11-1-0-0-0	
--------	---	--	-----------------	--	---	------------	--	--

SPONSORS: COBB

Comments: 3/29: Staff explained a strike-everything amendment was adopted that makes solar energy devices taxable, to depreciate on a 10-year accelerated depreciation schedule. Staff also noted this bill represents a settlement in the ongoing lawsuit. The LPC took no action on the bill.

Comments: A proposed strike-everything amendment is being offered this week that makes leased solar energy devices taxable and establishes a 10-year accelerated depreciation schedule for the property. Our understanding is that this amendment is per an agreement from all parties and ultimately is part of the settlement of the entire ongoing lawsuit.

Retroactive to January 1, 2015, for the purpose of standard appraisal methods, solar energy devices and systems designed to produce solar energy primarily for on-site consumption are considered to add no value to the real property when they are characterized as personal property, whether they are leased or owned. If this provision is finally adjudicated invalid, for the purpose of appraisals, the device or system is considered to be personal property with a full cash value of \$500 for a device or system up to 500 kilowatts and \$1 per kilowatt for each additional kilowatt.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2501	electronic records; state library 1st Read: 03/06 GOV 03/18 - DPA 7-0-0-0-0-0 APPROP 03/26 - DP 8-0-1-0-0-0 RULES None		2nd Read: 03/07		1st Read: 02/04 GOV 02/14 - DPA 10-0-0-0-1-0 APPROP 02/20 - DP 10-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26	02/27 - DPA	SPONSORS: BLACKMAN 2nd Read: 02/05 03/04 - PASSED 58-0-2-0-0-0	

Comments: 2/1: Staff noted this is an AACo bill aimed at modernizing the transfer of records between the county and state. The LPC moved to **SUPPORT** the bill.

Summary: The State Library will establish, operate and maintain electronic records. Maricopa County Clerk of the Superior Court will appropriate sufficient monies to the newly established Electronic Records Repository Fund, to fund a three-year pilot project to develop a trusted electronic records repository and archives management program.

-Appropriates \$70,000 and 1 FTE position from the General Fund in FY 2024 to the Secretary of State for the purposes of this legislation.

HB2556	agricultural property; uses; rural activities 1st Read: 03/04 WAG 03/14 - DP 7-0-0-0-0-0 RULES 03/25 - PFC	04/04 - RETAINED	2nd Read: 03/05		1st Read: 02/05 WM 02/20 - DPA 10-0-0-0-0-0 LAG 02/21 - DP 6-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26	02/27 - DPA	SPONSORS: FINCHEM, BIASIUCCI, et al 2nd Read: 02/06 02/28 - PASSED 56-4-0-0-0-0	
--------	--	------------------	-----------------	--	---	-------------	--	--

Rep Caucus: 03/26

Dem Caucus: 03/26

Comments: 4/5: Staff explained that the proponents of the bill were unwilling to completely remove the language that was of concern for the counties, but that they are now working out amendment language in an attempt to greater narrow the scope of the agricultural exemption for building code and zoning ordinances.

3/29: Staff explained there had been many concerns raised about exempting these properties from building code and zoning ordinances, as the counties cannot ensure the safety of the public without building codes. Staff also noted the stakeholders will be meeting shortly in an attempt to address the concerns of the counties. The LPC voted to **OPPOSE** the bill in its current form, without an amendment to ease their concerns.

-For the purposes of property tax classification, the definition of "agricultural real property" is expanded to include land and improvements devoted to "agritourism" (defined).

-For the purposes of county zoning, the definition of "general agricultural purposes" is expanded to include agritourism.

-"Agritourism" is defined as: any activity that allows members of the general public, for recreational, entertainment or educational purposes, to view, enjoy or participate in rural activities, including farming, ranching, historical, cultural, u-pick, harvest-your-own activities or natural activities and attractions if the activity is conducted in connection with a business whose primary income is derived from the production for commercial purposes of livestock or agricultural commodities.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2646	department of agriculture; application review 1st Read: 03/04 WAG 03/21 - DPA 5-0-2-0-0-0 RULES 03/25 - PFC Rep Caucus: 03/26 Dem Caucus: 03/26		2nd Read: 03/05		1st Read: 02/12 LAG 02/21 - DP 6-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26	02/26 - DP	SPONSORS: TELLER, ALLEN J, et al 2nd Read: 02/13 02/28 - PASSED 60-0-0-0-0-0	
Comments: 3/29: Staff noted the review is in response to the Reconnect Program the USDA is working on to expand broadband services in rural areas.								
Summary: A person who is eligible to apply for the Rural E-connectivity Pilot Program established pursuant to the federal Consolidated Appropriations Act of 2018 is permitted to request that the Department of Agriculture review the person's application for accuracy, and the Dept cannot deny an applicant's request.								
HB2672	vacation rentals; short-term rentals; regulation 1st Read: 03/12 COM 03/28 - DPA 4-2-2-0-0-0 RULES 04/01 - PFC Rep Caucus: 04/02 Dem Caucus: 04/02		2nd Read: 03/13		1st Read: 02/13 GOV 02/21 - DPA 8-2-0-1-0-0 RULES 03/04 - C&P 7-0-0-0-1-0 Maj Caucus: 03/05 Min Caucus: 03/05	03/07 - DPA	SPONSORS: KAVANAGH, BARTO, et al 2nd Read: 02/14 03/11 - PASSED 41-19-0-0-0-0	

Comments: 2/15 Staff explained the bill noting this was an agreement between the vacation rental industry and communities in which short-term rentals are located. The LPC noted some concerns with placing additional burdens on property owners and concerns over bad actors in some communities. The LPC voted to **SUPPORT** the bill.

Summary: The list of purposes for which counties and municipalities are permitted to regulate short-term rentals is expanded to include restricting the maximum number of adult occupants allowed on the property at any one time to no more than two adults per sleeping room plus two adults, restricting the maximum number of guests, requiring the installation of safety and monitoring equipment that monitors and detects the level of noise and number of occupants on the property and transmittal of that information to the property owner or manager, and requiring the owner to provide contact information for the person responsible for responding to complaints at any time of day. Vacation rentals and short-term rentals are prohibited from being used for nonresidential uses, including a retail, restaurant, banquet space, event center or other similar use.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2676	public officers; records; confidentiality 1st Read: 02/28 GOV 03/11 - DP 7-0-0-0-0-0 RULES 03/18 - PFC Rep Caucus: 03/19 Dem Caucus: 03/19	03/20 - DP	2nd Read: 03/04		1st Read: 02/14 PS 02/20 - DP 7-0-0-0-0-0 RULES 02/20 - C&P 5-1-0-0-2-0 Maj Caucus: 02/25 Min Caucus: 02/25	02/26 - DP	2nd Read: 02/18 02/26 - PASSED 56-3-1-0-0-0	SPONSORS: ALLEN J
Comments: 2/15 Staff explained this bill codifies existing practices. The LPC voted to SUPPORT the bill.								

Summary: For the purpose of statute allowing eligible persons to file an affidavit to request county officers and state agencies prohibit access to that person's information contained in certain public records, the restricted information is modified to include any identifying information, including any of that person's documents, instead of only the person's residential address and telephone number.

HB2677	JLAC; auditor general 1st Read: 03/12 GOV 03/18 - DP 7-0-0-0-0-0 RULES 04/01 - PFC Rep Caucus: 04/16 Dem Caucus: 04/16	04/17 - RETAINED	2nd Read: 03/13		1st Read: 02/13 APPROP 02/20 - DPA 10-0-0-0-1-0 RULES 02/25 - C&P 8-0-0-0-0-0 Maj Caucus: 02/26 Min Caucus: 02/26	02/27 - DPA	2nd Read: 02/14 03/04 - PASSED 59-0-1-0-0-0	SPONSORS: KERN
Comments: 4/5 Staff noted the OAG agreed to an amendment to remove the OAG's ability to attend county executive sessions and recommended a position of neutral. Staff noted that there are other entities that have concerns and may try to have the bill held for stakeholder meetings, if that occurs staff will request to be a part of the meetings. The LPC voted to move to NEUTRAL if the amendment removing the OAG's ability to attend executive session is adopted.								

2/15 Staff explained this would expand the Office Auditor General (OAG) authority to investigate financial fraud. The LPC noted concern for expanding a non-elected official's authority and voted to **OPPOSE** the bill.

Summary: Makes various changes relating to audits of public agencies. The OAG is required to conduct annual, instead of at least biennial, financial and compliance audits of financial transactions and accounts kept by or for all state agencies subject to the federal single audit requirements. The OAG is required, as resources allow, to conduct an investigation related to allegations of financial impropriety, malfeasance or nonfeasance of a state agency or of a political subdivision that is funded in whole or in part by tax revenue in connection with an audit authorized by law or on request of a state agency or specified public officers under specified circumstances. All officers of any state agency, board, commission, department, program or committee or any political subdivision and all contractors that contract with the state are required to afford reasonable and needed facilities for OAG staff and make records available in the form and at the time prescribed. The Joint Legislative Budget Committee is required to notify all members of the Legislature of the cost to conduct a special audit for any legislative measure that requires the OAG to perform a special audit. This information is required to be provided before the measure is scheduled for third read in the house of origin or in the house where the special audit provision was added. Modifies the list of factors a committee of reference must consider when determining the need for continuation or termination of an agency.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1001	highway safety fee; repeal; VLT 1st Read: 01/14 APPROP 01/22 - DPA 9-0-0-0-0-0 RULES 01/28 - PFC	02/04 - DPA	2nd Read: 01/15 02/11 - PASSED 24-6-0-0-0-0					
	Rep Caucus: 01/29 Dem Caucus: 01/29				1st Read: 02/26 TRANS 03/27 - DP 4-3-0-0-0-0 APPROP 04/04 - DP 6-5-0-0-0-0 RULES None		2nd Read: 02/27	

SPONSORS: UGENTI-RITA

Comments: 1/17 Staff explained the potential impact to county transportation and general fund revenues as well as the potential impact to the states structural balance. Noting that the fee is necessary to protect Highway User Revenue Fund (HURF) from being used to fund DPS. The Board voted to **OPPOSE** the bill.

Summary: Repeals the highway safety fee that was previously required to be in an amount established by the Director of the Department of Transportation (ADOT) annually in order to fund 110 percent of the Department of Public Safety (DPS) Highway Patrol budget for each fiscal year. Set by the ADOT director at \$32, effective December 1, 2018.

Repeals changes to the valuation formula for the separate vehicle license tax (VLT) classification for motor vehicles powered by alternative fuels that are purchased on or after January 1, 2020, which would have become effective January 1, 2020. Duplicate bill HB 2019 highway safety fee; repeal; VLT..(Lawrence)

Estimated county impact is (\$623K) in FY20 and (\$1.25M) in FY21 in VLT revenue for transportation. (\$2.6M) in FY20 and (\$5.25M) in FY21 in VLT revenue deposited in county general funds. Additionally there is a potential for the department to be funded out of HURF again (\$8.9M) in FY20 and FY21 if full HURF shifts are reinstated.

SB1064	court security officers; certification; powers 1st Read: 01/16 GOV 01/28 - DP 7-0-0-0-0-0 RULES 02/04 - PFC	CON CAL - 02/04 Object: No	2nd Read: 01/17 02/11 - PASSED 30-0-0-0-0-0					
	Rep Caucus: 02/05 Dem Caucus: 02/05				1st Read: 02/26 JUD 03/13 - DPA 7-3-0-0-0-0 RULES 04/08 - C&P 7-1-0-0-0-0		2nd Read: 02/27	
					Maj Caucus: 04/09 Min Caucus: 04/09			

SPONSORS: BORRELLI

Comments: 3/29: Staff explained the bill was going to be further amended on the floor after struggling to pass the House Judiciary Committee. The amendment will remove language granting court security officers the status of law enforcement officers, but maintains the same duties of the officers originally agreed upon by the counties.

3/8: Staff explained concerns had been raised about the broad nature of the bill. However, the stakeholders have agreed to amendment language that would ease county concerns by more clearly defining the powers and duties of a court security officer. With the understanding that the amendment will be adopted, the LPC voted to take a **NEUTRAL** position on the bill.

Authorizes courts to employ certified court security officers that possess all of the law enforcement powers of a peace officer. Directs the courts to train and certify the court security officers. Prohibits the court security officers from being eligible for PSPRS or CORP.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1068	detention officers; arrest warrant; custody 1st Read: 01/16 TPS 01/30 - DPA 8-0-0-0-0-0 RULES 02/04 - PFC	02/11 - DPA	2nd Read: 01/17 02/12 - PASSED 30-0-0-0-0-0		1st Read: 02/26 PS 03/20 - DP 6-0-0-0-1-0 RULES 04/01 - C&P 8-0-0-0-0-0	CON CAL - 04/01 Object: No	2nd Read: 02/27	
	Rep Caucus: 02/05 Dem Caucus: 02/05				Maj Caucus: 04/02 Min Caucus: 04/02			

Comments: 2/1: Staff noted this is an AACo bill gives detention officers the ability to execute an arrest warrant and is aimed at freeing up sworn sheriff deputies. The LPC voted to **SUPPORT** the bill.

Summary: Extends when a detention officer may deliver a warrant to arrest a person to include: a hospital facility, justice or municipal court facility, or a person who is within a jail facility is who is found to have an outstanding warrant. In addition, a detention officer may take custody of a person whom a judicial officer remands into custody during a court proceeding.

SB1090	emergency voting procedures; board action 1st Read: 01/17 JUD 01/31 - DP 4-3-0-0-0-0 RULES 02/04 - PFC	CON CAL - 02/04 Object: Yes 02/25 - DPA	2nd Read: 01/22 02/27 - PASSED 16-14-0-0-0-0	04/11 - PASSED 16-13-1-0-0-0	1st Read: 03/05 ELECT 03/19 - DPA 6-4-0-0-0-0 RULES 03/25 - C&P 7-0-0-0-1-0	04/03 - RET ON CAL 04/08 - DPA	2nd Read: 03/06 04/08 - PASSED 31-27-2-0-0-0	
	Rep Caucus: 02/05 Dem Caucus: 02/05				Maj Caucus: 03/26 Min Caucus: 03/26			

Comments: 2/8: Staff explained the bill and recommend opposing the bill until an agreement can be worked out between the sponsor and AACo. The LPC voted to **OPPOSE** the bill.

Summary: Requires electors requesting to vote early due to an emergency to sign an affidavit under penalty of perjury that it is an emergency. Requires the board of supervisors to designate emergency voting locations by resolution. Requires ID for early voters.

AACo is working with the sponsor to finalize an amendment that will bring in language from the Senate Engrossed version of SB 1466 (Gray) last year.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

SB1146 PSPRS; EORP; CORP; modifications SPONSORS: LIVINGSTON

1st Read: 01/23

FIN

01/30 - DP

10-0-0-0-0-0

RULES

02/04 - PFC

CON CAL - 02/04

Object: No

2nd Read: 01/24

02/07 - PASSED

30-0-0-0-0-0

Rep Caucus: 02/05

Dem Caucus: 02/05

1st Read: 02/26

GOV

03/07 - DP

8-1-0-0-2-0

RULES

03/18 - C&P

8-0-0-0-0-0

CON CAL - 03/18

Object: No

2nd Read: 02/27

03/27 - PASSED

58-2-0-0-0-0

Maj Caucus: 03/19

Min Caucus: 03/19

Transmitted to Governor: 03/28 Signed: 04/01 Chapter: 38

Comments: 2/1: Staff noted this bill attempts to rollback some major pension reforms done in 2011 in an effort to avoid additional lawsuits. The LPC voted to be **NEUTRAL** on the bill.

Summary: Makes various changes to statutes governing EORP, CORP, and PSPRS, in an attempt rollback 2011 pension reform provisions.

-Retroactive to July 20, 2011, permits an active elected official who became a member of EORP before January 1, 2012, or an active member who became a member of PSPRS or CORP before January 1, 2012 to redeem any amount of eligible prior service without having to have accrued any minimum amount of credited service in the plan.

-Retroactive to July 1, 2017, for PSPRS or CORP members enrolled before July 1, 2017, specifies the discount rate is the assumed rate of return that is prescribed by the PSPRS Board.

-By June 30, 2019, authorizes the PSPRS Board to choose to require interest to be paid on monies returned to members of a retirement plan or system under the jurisdiction of the board for the period of time between the transaction until a date to be determined by the PSPRS Board, but not later than the effective date of this legislation.

SB1147	municipal economic development; sale; lease				SPONSORS: LEACH			
	1st Read: 01/23				2nd Read: 01/24			
	GOV 02/11 - DPA 4-3-0-0-0-0		02/28 - DPA	WM 03/19 - W/D				
	RULES 02/18 - PFC			HHS 03/28 - DPA/SE 5-4-0-0-0-0				
				RULES None				
	Rep Caucus: 02/19 Dem Caucus: 02/19							
Comments: 4/5 Staff explained the strike-everything has a statewide preemption on tobacco products that supersedes any existing ordinances. The preemption could prevent counties from being able to designate smoke free parks and stadiums. The LPC voted to OPPOSE the bill due to the preemption.								

Summary: The strike-everything amendment increases the age to sell or purchase tobacco from 18 years old to 21 years old, changed the definition of tobacco, and modified how tobacco can be sold. The bill also adds a statewide preemption on tobacco products, e-liquids, vapor products and alternative nicotine products and supersedes any existing ordinances regarding the sale or marketing of tobacco products. Staff noted there is concern with the scope of the preemption language and that it could prevent counties from being able to designate smoke free parks, stadiums and other areas that serve youth and families.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1164	ombudsman-citizens aide; executive session; access 1st Read: 01/23 GOV 02/04 - DP 7-0-0-0-0-0 RULES 02/11 - PFC Rep Caucus: 02/12 Dem Caucus: 02/12				SPONSORS: FARNSWORTH D. (16), CONTRERAS, et al 1st Read: 02/26 GOV 03/14 - DP 11-0-0-0-0-0 RULES 03/25 - C&P 7-0-0-0-1-0 Maj Caucus: 03/26 Min Caucus: 03/26			
		CON CAL - 02/11 Object: No	02/14 - PASSED 29-0-1-0-0-0			CON CAL - 03/25 Object: No		

Comments: 2/8: Staff described that the Ombudsman-Citizens Aide's office explained in the Senate Government committee that they view this as an authority they already have, but want it affirmed. Staff also mentioned there have been some concerns raised about this bill but they would continue to follow the issue. The LPC did not take a position.

Summary: Authorizes the The Obmudsman-Citizens Aide to access minutes and discussions made during executive session of a public body, when investigating alleged violations of public meeting law.

SB1165	prohibition; texting while driving NOW: texting while driving; prohibition 1st Read: 01/23 TPS 02/20 - DPA/SE 7-1-0-0-0-0 RULES 02/25 - PFC Rep Caucus: 02/26 Dem Caucus: 02/26				SPONSORS: BROPHY MCGEE, BRADLEY, et al 1st Read: 03/05 TRANS 03/13 - DPA 5-1-0-1-0-0 RULES 04/08 - C&P 7-1-0-0-0-0 Maj Caucus: 04/09 Min Caucus: 04/09			
		03/04 - DPA	2nd Read: 01/24 03/04 - PASSED 20-10-0-0-0-0			04/18 - DPA	2nd Read: 03/06 04/18 - FAILED 24-36-0-0-0-0	

Comments: 2/8: Staff explained the bill noting it aligns with the December Distracted Driving Resolution passed by the Board. There will be two bills running concurrently, HB 2531 will be amended with the same language and run through the House. The LPC voted to **SUPPORT** the bill. Update: The strike everything amendment modified the original bill language.

Summary: Requires anyone (with limited exceptions) operating a motor vehicle from using a handheld portable wireless communication device unless the vehicle is stopped or parked. Allows for the device to be mounted in the vehicle so the driver may tap or swipe to operate the device.

Makes the violation a primary petty offense. Fines for a violation are at least \$75 but not more than \$149 for the 1st violation and \$150 but not more than \$250 for a 2nd offense.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1235	possessory improvements; government property; assessment 1st Read: 01/29 FIN 02/06 - DPA 9-0-1-0-0-0 RULES 02/11 - PFC	02/27 - DPA	2nd Read: 01/30 02/28 - PASSED 30-0-0-0-0-0		SPONSORS: MESNARD 1st Read: 03/05 WM 03/13 - DP 10-0-0-0-0-0 RULES 03/18 - C&P 8-0-0-0-0-0	03/21 - DPA	2nd Read: 03/06	
	Rep Caucus: 02/19 Dem Caucus: 02/19 Comments: 2/15 Staff noted this is an AACo proposal that would allow the county assessor to use a hybrid valuation for private property on leased government land. The LPC voted to SUPPORT the bill.				Maj Caucus: 03/19 Min Caucus: 03/19			
	Summary: Allows improvements on possessory rights to be valued as real property, using a limited property value.							
SB1236	tax liens; fees; certificate expiration 1st Read: 01/29 FIN 02/06 - DP 9-0-1-0-0-0 RULES 02/11 - PFC	CON CAL - 02/11 Object: No	2nd Read: 01/30 02/20 - PASSED 30-0-0-0-0-0		SPONSORS: MESNARD 1st Read: 02/26 WM 03/13 - DP 10-0-0-0-0-0 RULES 03/18 - C&P 8-0-0-0-0-0	CON CAL - 03/18 Object: No	2nd Read: 02/27	
	Rep Caucus: 02/19 Dem Caucus: 02/19 Comments: 2/15 Staff explained this is an AACo bill to provide clarity that outstanding fees to a parcel are able to be recouped by the county as part of a tax lien sale. The LPC voted to SUPPORT the bill.				Maj Caucus: 03/19 Min Caucus: 03/19			
	Summary: Includes any outstanding fees attached to a parcel in the aggregate tax lien sale amount.							
SB1241	state parks board; heritage fund 1st Read: 01/29 NRE 02/06 - DP 7-0-0-0-0-0 APPROP 02/19 - DP 8-1-0-0-0-0 RULES 02/25 - PFC	CON CAL - 02/25 Object: No	2nd Read: 01/30 02/28 - PASSED 30-0-0-0-0-0		SPONSORS: BROPHY MCGEE, BOYER, et al 1st Read: 03/05 NREW 03/19 - DP 10-0-0-0-3-0 RULES None		2nd Read: 03/06	
	Rep Caucus: 02/26 Dem Caucus: 02/26 Comments: 3/8: Staff explained the the Stake Parks Heritage Fund was swept and repealed during the Great Recession and that this bill is attempting to reestablish the Fund, but clarified that the bill contains no appropriation. The LPC voted to SUPPORT the bill.							
	Establishes the Arizona State Parks Heritage Fund, consisting of legislative appropriations, grants and donations to benefit State Parks, historic preservation projects, non-							

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

motorized trails and environmental education projects.

SB1248	property taxes; valuation; property modifications 1st Read: 01/30 FIN 02/20 - DPA 8-2-0-0-0-0 RULES 02/27 - PFC Rep Caucus: 02/27 Dem Caucus: 02/27	02/27 - RETAINED 02/28 - DPA	2nd Read: 01/31 03/04 - PASSED 19-11-0-0-0-0				1st Read: 03/06 WM 03/13 - DPA 8-2-0-0-0-0 RULES None	2nd Read: 03/07 SPONSORS: LEACH
--------	---	---------------------------------	--	--	--	--	--	------------------------------------

Comments: 3/8: Staff explained that CSA had received a lot of concerns regarding the bill in its original form and that the bill had been amended to try and ease some concerns of the Assessors. The LPC exclaimed there were still concerns after the adoption of the amendment. The LPC voted to **OPPOSE** the bill.

The bill modifies the circumstances under which a property's LPV is established at or at a percentage of its FCV. This includes 1) modifications to a property whereby the total added value from the project equals at least 20% of the FCV of the property in the current tax year, 2) the subdivision of a property, and 3) the splitting or consolidation of a property whereby the total value increase is equal to or greater than 20% of the FCV in the preceding valuation year.

SB1285	construction contracts; public works; payments 1st Read: 01/30 GOV 02/11 - DP 7-0-0-0-0-0 RULES 02/18 - PFC Rep Caucus: 02/19 Dem Caucus: 02/19	CON CAL - 02/18 Object: Yes 02/25 - DPA	2nd Read: 01/31 02/27 - PASSED 30-0-0-0-0-0				1st Read: 03/05 COM 03/12 - DPA 9-0-0-0-0-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19	2nd Read: 03/06 SPONSORS: BORRELLI, FANN 03/21 - RET ON CAL 04/03 - RET ON CAL
--------	---	---	---	--	--	--	---	---

Comments: 3/29: Staff noted that feedback has been provided to the subcontractors and we are waiting to hear if they are willing to make any changes and encouraged Supervisors to share their concerns with the bill as drafted. 3/15 Staff shared that an amendment was added to restore counties ability to retain up to 10% of progress payments instead of 5% and we are working on getting an amendment for the floor to address our other issues. 2/21 Staff explained the bill noting some of the concerns that have come up are reduction in the progress payments being withheld, lack of clarity in the payment structure to the subcontractor, and reduce the counties ability to have the prime hold the subcontractor accountable for the workman ship. The Board noted that the construction business has a lot of protracted legal issues and it is something we don't want to get caught in the middle. The Board voted to **OPPOSE** the bill and seek amendments.

Summary: The bill changes the payment and complaint process requirements on public construction contracts. Some of the changes include 1) modifying the amount withheld from the progress payments until completion from 10 percent to 5 percent; 2) giving both the contractor and subcontractor ability to require progress payments from the county; and 3) requires the county to specify the reason for not approving a progress payments.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1332	alternative fuel vehicles; VLT 1st Read: 01/31 TPS 02/13 - DPA 7-0-1-0-0-0 RULES 02/18 - PFCA Rep Caucus: 02/19 Dem Caucus: 02/19	02/21 - DPA	2nd Read: 02/04 02/25 - PASSED 29-0-1-0-0-0		1st Read: 03/06 WM 03/13 - DP 8-0-0-1-1-0 RULES 03/18 - C&P 8-0-0-0-0-0 Maj Caucus: 03/19 Min Caucus: 03/19	CON CAL - 03/18 Object: No	SPONSORS: LIVINGSTON, BIASIUCCI 2nd Read: 03/07	

Comments: 3/8: Staff explained that the bill was amended to have new alternative fuel vehicles begin paying full VLT starting in 2023, rather than 2024. The LPC took no action on this item.

2/8: Staff explained that this was for information only and that this bill would repeal provisions of Laws 2018, Chapter 265 that increased the VLT revenues that counties would receive in FY20 and FY21. However, the taxing of alternative fuel vehicles at the same level as traditional vehicles would increase VLT revenues in the long-run. The LPC took no action on this item.

Summary:

As amended by Senate Transportation: For alternative fuel vehicles initially registered in 2022, sets the value of the vehicle at 20% of the base retail value. For alternative fuel vehicles initially registered in 2023 and beyond, VLT is assessed the same as traditionally powered vehicles (at 60% of the base retail value).

Original Bill: For the separate vehicle license tax classification for motor vehicles powered by alternative fuels, the motor vehicle value for the first 12 months of the life of a motor vehicle registered in Arizona before January 1, 2022 is one percent of the manufacturer's base retail price, instead of the value for motor vehicles powered by alternative fuels that are purchased on or after January 1, 2020 being a percentage of the manufacturer's base retail price as set by the Dept. Establishes new calculations for the motor vehicle value of vehicles that are initially registered in Arizona in 2022 and 2023. From 2024 forward, requires that alternative fuel vehicles pay the same VLT as traditional vehicles.

Effective January 1, 2020.

SB1424	youth entrepreneurship; appropriation; pilot program 1st Read: 02/05 COM 02/14 - DP 6-0-2-0-0-0 APPROP 02/26 - DPA 9-0-0-0-0-0 RULES 02/27 - PFC Rep Caucus: 02/27 Dem Caucus: 02/27	02/28 - DPA	2nd Read: 02/06 02/28 - PASSED 29-1-0-0-0-0		1st Read: 03/06 COM 04/01 - W/D APPROP 04/04 - DPA/SE 10-1-0-0-0-0 RULES None		SPONSORS: QUEZADA, DALESSANDRO, et al 2nd Read: 03/07	
--------	---	-------------	---	--	--	--	--	--

Comments: 4/5 Staff noted the funds will help the state fulfill its obligation to help educate residents on the census and the Governor's Arizona Complete Count Committee carry out its duties. The LPC voted to **SUPPORT** the bill.

Summary: The strike everything amendment appropriates \$5 M to the Arizona Department of Administration to hire a vendor to conduct an outreach campaign that provides equal priority in both rural and urban areas and include efforts to reach hard to count populations.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1441	county officers; confidentiality; e-mail 1st Read: 02/05 GOV 02/11 - DP 7-0-0-0-0-0 RULES 02/18 - PFC	CON CAL - 02/18 Object: No	2nd Read: 02/06 02/21 - PASSED 30-0-0-0-0-0					
	Rep Caucus: 02/19 Dem Caucus: 02/19				1st Read: 02/26 GOV 03/07 - DP 9-0-0-0-2-0 RULES 03/18 - C&P 8-0-0-0-0-0	CON CAL - 03/18 Object: No	2nd Read: 02/27	
					Maj Caucus: 03/19 Min Caucus: 03/19			

SPONSORS: PRATT

Comments: 2/15 Staff noted this is an AACo bill focused on protecting constituents who opt-in to receive services via email from having their email addresses spammed. The LPC voted to **SUPPORT** the bill.

Summary: Requires county assessors and county treasurers to maintain the confidentiality of e-mail addresses provided by county residents who request to receive information and notices from these county offices by e-mail. Specifies this does not limit or prohibit the public from inspecting or copying other records pursuant to public records law that contain e-mail addresses provided by county residents.

SB1445	parks board; deputy; senate confirmation NOW: pipeline valuation 1st Read: 02/05 NRE 02/20 - DPA/SE 6-1-0-0-0-0 RULES 02/27 - PFC	02/28 - DPA	2nd Read: 02/06 03/04 - PASSED 29-1-0-0-0-0					
	Rep Caucus: 02/27 Dem Caucus: 02/27				1st Read: 03/07 WM 03/20 - DP 9-0-0-0-1-0 RULES 03/25 - C&P 7-0-0-0-1-0	CON CAL - 03/25 Object: Yes	2nd Read: 03/11	

SPONSORS: BORRELLI

Comments: 3/8: Staff explained the background of the Transwestern Pipeline Company v. DOR lawsuits and that the lawsuits had ultimately favored the Transwestern Pipeline Company, resulting in refunds from all entities that levy a property tax on the pipeline. It was explained that the issue is recurring because DOR is unable to account for economic obsolescence in the valuation of a pipeline and that this bill would correct that. The LPC voted to **SUPPORT** the bill.

Summary: The strike everything amendment requires DOR, in determination of the value of a pipeline, to provide adjustments for economic obsolescence.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1448	alarm systems; low-voltage electric fences 1st Read: 02/05 TPS 02/13 - DP 7-0-1-0-0-0 RULES 02/18 - PFC	CON CAL - 02/18 Object: No	2nd Read: 02/06 02/21 - PASSED 28-2-0-0-0-0		1st Read: 03/05 RA 03/18 - DP 5-1-0-0-1-0 RULES 03/25 - C&P 7-0-0-0-1-0	CON CAL - 03/25 Object: No	SPONSORS: FARNSWORTH E. (12) 2nd Read: 03/06 04/03 - PASSED 43-17-0-0-0-0	
	Rep Caucus: 02/19 Dem Caucus: 02/19				Maj Caucus: 03/26 Min Caucus: 03/26			

Transmitted to Governor: 04/04 Signed: 04/10 Chapter: 67

Comments: 2/15 Staff explained this would not impact agricultural or residential properties, but is intended for commercial properties with an enclosed electric fence connected to a larger alarm system. The LPC did not take action on the bill.

Summary: For the purpose of regulation of alarm agents and alarm businesses, the definition of "alarm" or "alarm system" is expanded to include a "low-voltage electric fence" (defined as a fence with an electric fence energizer that is powered by a commercial storage battery with a rated voltage of up to 12 volts and that produces an electric charge on contact with the fence, and that meets other specified requirements). The regulation of low-voltage electric fence alarm systems is of statewide concern and is not subject to further regulation by a county, municipality or other political subdivision.

Ongoing LPC List (Dead)

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2001 law enforcement; prosecution; grants; acceptance

SPONSORS: FINCHEM

1st Read: 02/05

2nd Read: 02/06

GOV 02/21 - DP
6-4-0-0-1-0

APPROP None

RULES None

Comments: 3/15 Staff noted, thanks to support from the Supervisors in getting Legislators and Sheriffs to oppose, the bill did not receive an Appropriations Committee hearing and is therefore dead. Staff will continue to monitor legislation to make sure the issue doesn't pop up once again in some form.

1/17 Staff explained the bill substantially erodes the Board's ability to provide proper oversight of public dollars. The Board voted to **OPPOSE** the bill.

Summary: Requires a board of supervisors to accept, without interference, all federal grant, award or other monies intended to supplement the approved budget of a law enforcement or prosecution agency, if the agency is eligible and qualified for the funding.

HB2019 highway safety fee; repeal; VLT..

SPONSORS: LAWRENCE

1st Read: 02/04

2nd Read: 02/05

TRANS 02/20 - FAILED
2-5-0-0-0-0

RULES None

Comments: 1/17 Staff explained the potential impact to county transportation and general fund revenues as well as the potential impact to the states structural balance. Noting that the fee is necessary to protect Highway User Revenue Fund (HURF) from being used to fund DPS. The Board voted to **OPPOSE** the bill.

Summary: Repeals the highway safety fee that was previously required to be in an amount established by the Director of the Department of Transportation (ADOT) annually in order to fund 110 percent of the Department of Public Safety (DPS) Highway Patrol budget for each fiscal year. Set by the ADOT director at \$32, effective December 1, 2018.

Repeals changes to the valuation formula for the separate vehicle license tax (VLT) classification for motor vehicles powered by alternative fuels that are purchased on or after January 1, 2020, which would have become effective January 1, 2020. Duplicate bill SB 2019 highway safety fee; repeal; VLT.(Ugenti-Rita)

Estimated county impact is (\$623K) in FY20 and (\$1.25M) in FY21 in VLT revenue for transportation. (\$2.6M) in FY20 and (\$5.25M) in FY21 in VLT revenue deposited in county general funds. Additionally there is a potential for the department to be funded out of HURF again (\$8.9M) in FY20 and FY21 if full HURF shifts are reinstated.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2052 juveniles; detention centers; dangerous offenses

SPONSORS: ALLEN J

1st Read: 01/22

2nd Read: 01/23

JUD 01/30 - HELD

RULES None

Comments: 1/25: Staff advised the bill would allow the court to determine if a juvenile should be held in a juvenile detention facility or in a sight and sound section of an adult jail, even if they are charged with a dangerous offense. The LPC discussed why a juvenile charged with a dangerous offense should be allowed in a juvenile detention facility, noting this would give judges the ability to make a determination based on the facts of the case the most appropriate place to for a juvenile to be housed. The LPC took a position of **SUPPORT**

Summary: Permits the court to order juveniles charged with a dangerous offense be detained in a juvenile detention facility. Current law requires this population be held in an adult jail.

HB2062 juvenile disposition; probation terms; notice

SPONSORS: ALLEN J

1st Read: 02/25

2nd Read: 02/26

1st Read: 01/22

2nd Read: 01/23

JUD None

JUD 01/30 - DP

02/14 - DPA

02/14 - PASSED

10-0-0-0-0-0

RULES None

RULES 02/11 - C&P

8-0-0-0-0-0

60-0-0-0-0-0

Maj Caucus: 02/12

Min Caucus: 02/12

Comments: 2/1: Staff gave an overview of the bill noting this would give the courts flexibility to determine when the best course of action of a juvenile that violates their probation based on the individual situation. The LPC voted to **SUPPORT** the bill. Summary: Gives the court the ability to determine when a juvenile who is 14 years of age or older and is adjudicated as a repeat felony juvenile offender, should be placed on intensive probation. Juveniles on probation for an offense involving spirituous liquor or a drug violation and the juvenile violates probation by consuming spirituous liquor or drug use, the court may determine if probation should be revoked and if additional probation conditions should be established.

HB2072 civil forfeiture; criminal conviction

SPONSORS: FILLMORE

1st Read: 01/30

2nd Read: 01/31

JUD None

RULES None

Comments: 2/1: Staff noted that back in 2017 (HB2477) there was major reform on the Racketeering Influenced and Corrupt Organizations Act this would make significant changes to the existing processes. The LPC did not take a position.

Summary: This bill would make significant changes to civil forfeiture including establishing that a claimant's interest in property is exempt from forfeiture and the burden of establishing that the claimant's property should be forfeited is on the state, instead of on the claimant. Allows anyone who has property seized through forfeiture (defendant or any other person who has an ownership interest in the property) to request a hearing to determine the validity of the seizure.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2079	county officials; salaries						SPONSORS: KAVANAGH	
					1st Read: 01/22		2nd Read: 01/23	
					GOV 02/07 - DPA 8-2-0-1-0-0			
					RULES None			

Comments: 1/25: Staff explained the bill noting that from the feedback we have received, counties differ on their positions on this proposal. The LPC decided the organization would not take a position to allow counties to weigh in as they see fit.

Summary: Beginning January 1, 2021, the annual salaries of county supervisors, treasurers, recorders, and school superintendents are increased by 22 percent. Also effective Jan. 1, 2021 the annual salaries of county attorneys and sheriffs are increased by 29 percent. Effective January 1, 2023, the annual salary of the clerk of the superior court is increased 22 percent.

HB2081	traumatic event counseling						SPONSORS: BLACKMAN, BIASIUCCI, et al	
					1st Read: 01/23		2nd Read: 01/24	
					GOV None			
					PS None			
					RULES None			

Comments: 1/25: Staff explained that currently the number of visits to licensed counselors for a peace officer or firefighter with a medical option for 24 additional visits. HB 2081 would increase the additional visits from 24 to 36, for a total of 48 visits. The LPC moved to **OPPOSE** the bill.

Summary: Currently the number of visits to licensed counselors for a peace officer or firefighter is 12 with a medical option for 24 additional visits. The bill would increase the additional visits from 24 to 36 for a total of 48 visits.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2108 real estate signs; cities; counties

SPONSORS: GRANTHAM

1st Read: 01/28

2nd Read: 01/29

RA 02/11 - W/D

02/27 - RET ON
CAL

GOV 02/11 - W/D

PS 02/20 - DPA/SE

4-3-0-0-0-0

RULES 02/20 - C&P

5-1-0-0-2-0

Maj Caucus: 02/25

Min Caucus: 02/25

Comments: 2/8: Staff noted the bill creates a nebulous length of time a real estate sized sign may be up. Taken with the Reed vs. the Town of Gilbert case that prohibiting the regulation of content, this has the potential for permanent signs not related to real estate that counties could not remove unless it there is a safety risk. The LPC voted to **OPPOSE** the bill.

Summary: Counties and municipalities cannot prohibit an owner of real property or the owner's agent from displaying on the property and/or in an area within a public or private right-of-way a sign advertising that the property is for sale or rent, an open house, the owner or agent's name and contact information, and directions to the property. With the exception of time, place and manner restrictions and regulation based on public health, safety or welfare.

Allows for limited time, place and manner restrictions on signs on open house and directional signs but cannot restrict the type of sign or limit the number of signs that may be displayed at one time within an authorized area.

HB2148 syringe service programs; authorization

SPONSORS: RIVERO

1st Read: 02/04

2nd Read: 02/05

HHS None

PS None

RULES None

Comments: 2/8: Staff noted this is legislation supported by the LPC last year, but has been double assigned and will have some challenges moving forward. The LPC noted one health director had concerns with the bill, but did not take a position on the bill.

Summary: A municipality, county or nongovernmental organization or any combination of these entities are authorized to establish and operate a needle and hypodermic syringe service program.

The program must have the ability to disposal of used needles, provide access to injection supplies at no cost, and access to kits that contain an opioid antagonist or referrals to programs that provide access to an opioid antagonist.

Provides immunity to an employee, volunteer or participant in the program for possession of a needle, hypodermic syringe or other injection supply item obtained from or returned to a program or possession of a residual amount of a controlled substance contained in a used needle, hypodermic syringe or injection supply item obtained from or returned to a program, if the person claiming immunity provides written verification that the item was obtained from a program.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2192 budget cycle; police associations; meeting SPONSORS: PAYNE

1st Read: 01/28

2nd Read: 01/29

PS None

GOV None

RULES None

Comments: 1/25: Staff explained that this bill would require the governing body of a county, city, or town meet with police associations during the budget cycle to discuss how money will be allocated for public safety. The LPC moved to **OPPOSE** the bill.

Summary: Requires the county boards of supervisors and municipal governing bodies to meet with police associations serving the peace officers of that county or municipality during the budget cycle to discuss the allocations of monies for public safety services.

HB2231 nonhealth professions; occupations; regulations SPONSORS: KERN

1st Read: 01/28

2nd Read: 01/29

RA 02/04 - DP
4-3-0-0-0-0

02/27 - RET ON
CAL

03/04 - FAILED

COM 02/05 - DP
5-4-0-0-0-0

02/28 - DPA

30-29-1-0-0-0

RULES 02/11 - C&P
8-0-0-0-0-0

Maj Caucus: 02/12

Min Caucus: 02/12

Comments: 2/8: Staff noted this could make it more challenging for counties to distinguish experience and certification on projects that open the counties up for liability (roads, buildings). The LPC expressed concern for public safety and that it rolls back important standards. The LPC voted to **OPPOSE** the bill.

Summary: Makes changes to the requirements and criteria for regulating nonhealth professions and establishes the presumption that the public is sufficiently protected from unregulated practice by market competition and private remedies, including third-party or consumer-created ratings. The state may only regulate a profession or occupation if there is credible empirical evidence of substantiated harm that the unregulated practice is a threat to public health, safety or welfare.

For a state agency that administers an occupational regulation, the sunset review report from a committee of reference (COR) is required to include a recommendation that the Legislature repeal the occupational license, convert the license to a less restrictive regulation, or instruct the state agency to seek legislation or adopt rules to reflect the COR's recommendation to impose less restrictive regulations or redefine the scope of practice.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2243 political subdivisions; JLAC; shared revenues SPONSORS: KERN

1st Read: 01/28

2nd Read: 01/29

GOV 02/21 - FAILED
1-9-0-0-1-0

RULES None

Comments: 1/25: Staff explained that the bill would allow the Auditor General to notify JLAC if a political subdivision is not in compliance with the Uniform Expenditure Reporting System. If the county, city, or town does not come in to compliance within 30 days JLAC is required to direct the State Treasurer to withhold the county, city, or town's state shared revenues until they are compliant. The LPC moved to **OPPOSE** the bill.

Summary: Requires that counties comply with the uniform expenditure reporting system, instructions and forms prescribed by the Auditor General. The Auditor General is authorized to notify the Joint Legislative Audit Committee (JLAC) and the Attorney General if any political subdivision does not comply, and JLAC is required to notify a county or municipality that it is not in compliance and that it has 30 days to comply.

If JLAC determines that the county or municipality has failed to comply within 30 days, JLAC is required to notify the State Treasurer, who is required to withhold and redistribute state shared monies from the county or municipality until the county or municipality complies. The Attorney General is authorized to apply for injunctive relief in any court of competent jurisdiction to prevent any political subdivision or person from violating uniform expenditure reporting requirements.

HB2245 mandatory minimum sentences; judicial discretion

1st Read: 01/28

SPONSORS: RIVERO, BLACKMAN, et al

2nd Read: 01/29

JUD None

RULES None

Comments: 2/1: Staff noted that this is one of the Criminal Justice Reform bills being worked on through a bipartisan effort and that CSA is seeking feedback from the prosecutors on the language before offering a recommendation. The LPC did not take a position. Summary: Authorizes the courts to impose a shorter prison sentence or suspend the sentence and offer probation if the court determines the mandatory prison sentence would result in an injustice to the defendant and is not necessary for the protection of the public. Does not apply to a conviction involving a death or serious physical injury; sexual offense or if the defendant is engaged in a criminal enterprise. Requires the Administrative Office of the Courts to annually report to the Arizona Criminal Justice Commission (Commission) on each case in which the court departed from a mandatory prison sentence, and the Commission is required to annually determine the cost savings realized as a result.

HB2257 civil liability; gun-free zones

SPONSORS: THORPE

Comments: 2/8: Staff noted the bill had not yet been assigned to committee and we will bring the bill back if it starts moving. The LPC did not take a position on the bill.

Summary: A person, organization or entity or an agency, commission, board or political subdivision of the state that establishes a "gun-free zone" (defined) is liable for any damages claimed by a person who was harmed by criminal conduct in the gun-free zone if a reasonable person would believe that possession of a firearm could have helped the person defend against the criminal conduct. The court is authorized to award treble damages to the person who was harmed if the criminal conduct is found to be a terrorist attack or the person harmed is disabled, a member of a minority group, under 16 years of age or over 65 years of age at the time of the criminal conduct.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
HB2319	HURF transfers; highway patrol; repeal 1st Read: 03/04 APPROP 04/02 - HELD RULES None		2nd Read: 03/05		1st Read: 01/30 TRANS 02/06 - DP 5-0-0-0-2-0 APPROP 02/13 - DP 10-0-0-0-1-0 RULES 02/18 - C&P 8-0-0-0-0-0 Maj Caucus: 02/19 Min Caucus: 02/19	SPONSORS: CAMPBELL, BIASIUCCI, et al 2nd Read: 01/31 CON CAL - 02/18 Object: No	02/27 - PASSED 59-0-1-0-0-0	

Comments: 1/25: Staff explained that this bill would remove the statutory requirement that ADOT annually transfer \$10M from HURF to the Department of Public Safety. The LPC moved to **SUPPORT** the bill.

Summary: Repeals statute requiring the Department of Transportation to allocate and transfer \$10 million from revenues of the Arizona Highway User Revenue Fund (HURF) to the Department of Public Safety for funding a portion of highway patrol costs.

HB2320	highway safety fee; reduction 1st Read: 03/12 RULES None		2nd Read: 03/13		1st Read: 01/29 TRANS 02/06 - DP 6-0-0-0-1-0 RULES 02/11 - C&P 8-0-0-0-0-0 Maj Caucus: 02/12 Min Caucus: 02/12	SPONSORS: CAMPBELL, BARTO, et al 2nd Read: 01/30 02/14 - RET ON CAL 02/27 - DP	03/11 - PASSED 57-3-0-0-0-0	
--------	---	--	-----------------	--	--	---	--------------------------------	--

Comments: 3/15: Staff explained that the bill died on the House floor, but was reconsidered and an amendment was adopted that provides a one-time \$47 million GF appropriation to the Highway Patrol Fund. Staff expressed concern that the amendment only provided a one-time fix to the problem and left the counties open to further HURF sweeps in the future.

1/25: Staff explained this was provided for information purposes only. The bill would cap the highway safety fee at \$18, CSA estimates that this would cover the FY18 HURF shift to DPS of \$99 million. The state General Fund would see an impact, since the established fee revenues are included in both the governor's budget and the JLBC baseline. 2/8: Staff described the bill and noted that any reduction in the fee would not fully fund DPS's highway patrol budget and the governor's opposition to any modification of the fee. The LPC also discussed the growing legislative support to repeal the highway safety fee. The LPC voted to **OPPOSE** this bill.

Summary: Caps the highway safety fee at \$18. The highway safety fee is no longer required to fully fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2449	adequate water supply; county review						SPONSORS: GRIFFIN	
					1st Read: 02/07 NREW None RULES None		2nd Read: 02/11	

Comments: 2/8: Staff explained that various versions of this bill have been dropped in recent years, but has always failed by one of the Chambers or vetoed by the Governor. In last year's version, CSA did not take a position. The LPC did not take a position.

Summary: For a county that is not in an Active Management Area, the county board of supervisors is required to review the provision for adequate water supply for a subdivision and after review may by unanimous vote at a public meeting not to readopt the provision. The review is required to occur not more than 5 years after the effective date of this legislation and every 5 to 10 years thereafter. If the board does not vote unanimously not to readopt the provision, the provision remains in effect. If the board votes unanimously not to readopt the provision, the provision has no further force if a list of specified conditions apply at the time of the vote. The board is required to give written notice of any vote not to readopt the provision to the Director of the Department of Water Resources, the Director of the Department of Environmental Quality and the State Real Estate Commissioner.

HB2460	PTSD; workers' compensation; presumption						SPONSORS: TOWNSEND	

Comments: 1/25: Staff explained that this bill would make posttraumatic stress disorder an occupational disease for peace officers and firefighters. The LPC moved to **OPPOSE** the bill.

Summary: Makes posttraumatic stress disorder is presumed to be an occupational disease for peace officers and firefighters.

HB2515	mobile home parks; abandonment						SPONSORS: BIASIUCCI	
					1st Read: 02/05 COM 02/19 - DPA/SE 5-4-0-0-0-0 GOV 02/21 - DP 6-2-0-2-1-0 RULES None		2nd Read: 02/06	

Comments: 3/8: Staff explained that feedback from county planning and zoning outlined a number of concerns with having the inability to have an entity to cite for a violation in a mobile home park. The LPC voted to **OPPOSE** the bill.

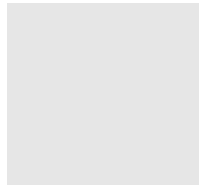
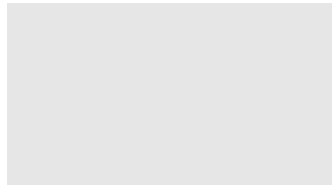
The S/E prohibits a code enforcement agency from citing a mobile home park owner to correct a violation of a mobile home unless the mobile home park owner is also the owner of record on the mobile home.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2520 property tax; fallowed property; classification



1st Read: 02/04

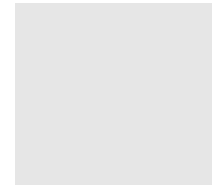
WM None

LAG None

RULES None

SPONSORS: FINCHEM, BLACKMAN, et al

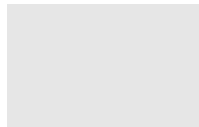
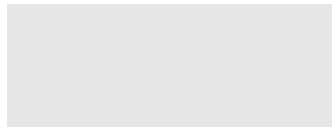
2nd Read: 02/05



Comments: 2/8: Staff explained that this bill was meant to address the issue with the potentially fallowed land in Pinal County as a result of the Drought Contingency Plan. Staff also noted that the language in the bill is very broad and may lead to other properties across the state being classified under this new classification. The LPC voted to **OPPOSE** the bill.

Summary: Establishes a new class for property tax purposes (Class 10). Class 10 consists of real property and improvements to real property that are subject to a fallowing agreement with the Department of Agriculture or a political subdivision that requires the real property to be fallowed for a period of at least 5 years and that has been classified as class 2 for agricultural purposes for at least 10 years before the agreement. The assessed valuation of class 10 property is 10 percent of its full cash value or limited valuation.

HB2521 carrying of firearms; constables



1st Read: 01/28

PS 02/06 - DPA
4-3-0-0-0-0

RULES 02/18 - C&P
8-0-0-0-0-0

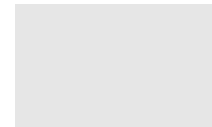
Maj Caucus: 02/19

Min Caucus: 02/19

02/27 - RET ON
CAL

SPONSORS: ROBERTS, BARTO, et al

2nd Read: 01/29



Comments: 2/8: Staff explained the concerns that county stakeholders have expressed and described the actions taken in House Public Safety this week, as the bill passed out. Staff also explained what the proponents of the bill have expressed is the nexus for the bill and that there are ongoing discussions between the two sides. The LPC voted to **OPPOSE** the bill.

2/1: Staff noted this was a late agenda item and we cannot take a position until next week, but there are concerns that this bill may expose the counties to liability due to any constables that would no longer be insurable.

Summary: Authorizes a constable, while on or off duty, to carry a firearm if the constable 1) is AZPOST certified; or 2) completes firearms training, undergoes a psychological exam and either possesses a concealed weapon permit or completes an AZPOST approved background check.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2536 fuel; electric cars; hybrids; taxes

SPONSORS: CAMPBELL, ANDRADE, et al

1st Read: 02/04

2nd Read: 02/05

TRANS 02/06 - DPA

6-0-0-0-1-0

WM 02/20 - DPA

7-3-0-0-0-0

RULES None

Comments: 3/8: Staff noted that the amendment from the ways and means committee reduced the estimated increase in available revenues from \$1B annually to approximately \$6M annually. However, maintain the in-lieu gas tax for alternative fuel vehicles will protect HURF revenues as more alternative fuel vehicles are purchased. The LPC took no action on this item.

2/1: Staff noted that proposed rates for natural gas, propane, electric and hybrid vehicles are meant to capture the same amount of revenue as a vehicle powered by gasoline or diesel. All of the additional revenues in the legislation would be deposited into HURF and distributed via the statutory distribution method. The LPC noted that counties have been fighting a long time to put more money into roads and this is a comprehensive approach. The LPC moved to **SUPPORT** the bill.

Summary:

As Amended by House Ways & Means: Removes the increase in motor vehicle and use fuel taxes. Maintains the creation of a per gasoline gallon equivalent tax for natural gas and propane and an annual "in-lieu gas tax" for all electric and hybrid vehicles, at an amount equal to the current applicable gas or use tax.

Original Bill: The tax on motor vehicle fuel is increased to 28 cents per gallon in FY20, 38 cents per gallon in FY21, and 43 cents per gallon in FY22, from 18 cents per gallon. Imposes a tax on natural gas used in the propulsion of any vehicle at a rate of 19 cents per gallon in FY20, 25 cents per gallon in FY21, and 28 cents per gallon in FY22. Imposes a tax on propane used in the propulsion of any vehicle at a rate of 23 cents per gallon in FY20, 30 cents per gallon in FY21, and 34 cents per gallon in FY22. Imposes use fuel taxes on natural gas and propane used in the propulsion of a light class motor vehicle, and establishes use fuel tax rates. Imposes a tax on a vehicle that accesses a street or highway and that is propelled by electricity of \$130 per year for FY20, \$175 per year for FY21, and \$198 per year for FY22. Imposes a tax on a vehicle that accesses a street or highway and that is propelled by a combination of electricity and other fuels of \$52 per year for FY20, \$70 per year for FY21, and \$80 per year for FY22. For FY23 and each year after, each of these tax rates is required to be adjusted for inflation. Prop. 108 applies.

HB2549 VLT; alternative fuel classification; repeal

SPONSORS: BIASIUCCI, BLACKMAN, et al

1st Read: 02/05

2nd Read: 02/06

TRANS 02/13 - DP

4-1-0-2-0-0

WM 02/20 - DPA/SE

9-1-0-0-0-0

RULES None

Comments: 3/8: Staff explained that this bill was amended to mirror SB 1332. The LPC took no action on this item.

2/8: Staff explained that this bill was for information only and that the repeal of the separate VLT statutes would generate a significant amount of new VLT revenue. The LPC took no action on this item.

Summary:

As Amended by House Ways & Means: Amended to be identical to SB 1332, as amended by Senate Transportation.

Original Bill: Repeals the separate vehicle license tax (VLT) classification for motor vehicles powered by alternative fuels. Under current law, alt. fuel vehicles are assessed at 1% of their value, and traditional vehicles are assessed at 60% of their value.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

HB2614 elderly homeowners; class six property SPONSORS: THORPE

1st Read: 02/12

2nd Read: 02/13

WM None

RULES None

Comments: 2/15 staff explained the potential financial impact of the bill and that this bill has come up in previous sessions, but has not made it all the way through the process. The LPC decided not take a position on the bill.

Summary: Classifies property owned by an individual qualified for the senior valuation freeze program as Class 6, if the value of the property is less than \$600,000 and the property is the owner's primary residence.

HB2734 TPT; contractors; reform SPONSORS: COBB
NOW: prime contracting; study committee

1st Read: 02/13

2nd Read: 02/14

WM 02/20 - DPA/SE 02/27 - DPA
10-0-0-0-0-0

02/28 - PASSED

RULES 02/25 - C&P
8-0-0-0-0-0

60-0-0-0-0-0

Maj Caucus: 02/26

Min Caucus: 02/26

Comments: 2/15 Staff noted that this is identical to a bill run in 2017. The bill would move almost everything that was previously taxed under prime contracting to be taxed at point of sale. There is potential for some counties to be unintentionally hurt because of a large variance in the amount of point of sale business vs. construction business from county to county. Staff is monitoring the bill and noted it may not have legs to move through the process. The LPC did not take action on the bill.

Update: A strike everything amendment made prime contracting reform a study committee.

Summary: Repeals the Prime Contracting TPT Classification and establishes the Highway, Street and Bridge Classification and the Manufactured Building Classification. Everything not taxed under the two new classes that were taxed under Prime Contracting would be taxed at point of sale. Creates a municipal revenue sharing pool that collects 4% of prime contracting revenues from each city, to be allocated out to each city based on that city's percentage of construction permits.

HCR2023 constitutional property tax exemptions SPONSORS: BIASIUCCI, CARROLL, et al

1st Read: 02/05

2nd Read: 02/06

WM None

RULES None

Comments: 2/15 Staff explained this is an AACo bill brought forward to address issues with conflicting constitutional provisions that have impacted the ability of disabled, honorably discharged veterans to receive a property tax exemption. The LPC voted to **SUPPORT** the bill.

Summary: Puts the question to the ballot of consolidating and reorganizing constitutional provisions relating to property tax exemptions for disabled veterans and widows, in addition to repealing and reinserting the constitutional sections relating to property tax exemptions overall.

Coincides with HB 2551, which makes necessary statutory changes, enacted conditionally upon the voters approving this HCR.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1032	on-site early voting; identification required 1st Read: 01/14 JUD None RULES None		2nd Read: 01/15					SPONSORS: UGENTI-RITA
<p>Comments: 1/17 Staff explained the bill would require all early voting locations to check ID prior to providing a ballot. Today when at an early voting location the signature is verified. Staff indicated the review was for informational purposes, pending feedback from election officials.</p> <p>Summary: Requires on-site early voting locations to require each elector to present and confirm identification as prescribed by statute before receiving a ballot.</p>								
SB1046	early voting list; mailing ballot 1st Read: 01/14 JUD 01/24 - DPA 4-3-0-0-0-0 RULES 01/28 - PFC	02/06 - DPA	2nd Read: 01/15					SPONSORS: UGENTI-RITA
<p>Rep Caucus: 01/29 Dem Caucus: 01/29</p> <p>Comments: 1/17 Staff explained the bill and indicated the review was for informational purposes today, pending feedback from election officials. The Board discussed some of the concerns with the bill, potential unintended consequences and the need to ensure timeliness in our elections.</p> <p>Summary: Requires all electors on Permanent Early Voting List (PEVL) to return an early ballot by mail and prohibits on-site drop off at an early voting location or in person on Election Day. An elector on PEVL that does not mail in the early ballot may vote a provisional ballot in person on Election Day at that elector's designated polling location.</p>								
SB1135	public records; responses 1st Read: 01/22 GOV None RULES None		2nd Read: 01/23					SPONSORS: BOWIE, JERMAINE, et al
<p>Comments: 2/1: Staff noted there have been concerns with the 10 day time frame and if it starts moving staff will reengage for a formal position.</p> <p>Establishes at least 10 business days must pass before a request is considered denied for failure to respond promptly to a request for a public record. Establishes that a response may include: 1) record in the form request; 2) notification that the request is under review; 3) notification of denial; and 4) notification that the record is not maintained and where the information may be found.</p>								

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

SB1203	axle fees; commercial vehicles; repeal 1st Read: 01/28 TPS 02/06 - DP 7-1-0-0-0-0 APPROP None RULES None		2nd Read: 01/29					SPONSORS: LIVINGSTON
--------	--	--	-----------------	--	--	--	--	----------------------

Comments: 2/8: Staff explained that this bill would be removing a fee that has the potential to fund transportation infrastructure along the Arizona-Mexico border, and was backed by Santa Cruz County during the 2018 legislative session. The LPC voted to **OPPOSE** the bill.

Summary: Repeals statute authorizing the Department of Transportation to establish axle fees on nonresidents operating a foreign vehicle or foreign vehicle combination that enters Arizona by crossing the border between Arizona and Mexico in the furtherance of a commercial enterprise.

SB1292	misconduct involving weapons; classification 1st Read: 01/30 JUD 02/21 - DP 4-3-0-0-0-0 RULES 02/27 - PFC	03/05 - RETAINED 03/11 - RETAINED	2nd Read: 01/31					SPONSORS: GOWAN
--------	---	--	-----------------	--	--	--	--	-----------------

Rep Caucus: 02/27
Dem Caucus: 02/27

Comments: 2/8: Staff noted the police organizations and current feedback from Sheriff's note that they are opposed to the reducing the penalty as it strips away counties ability to keep our buildings safe. The LPC noted they are opposed to the idea of the bill but did not take a position.

Summary: The classification for misconduct involving weapons for entering any public establishment or attending any public event and carrying a deadly weapon after a reasonable request by the operator of the establishment or sponsor of the event to remove the weapon and place it in temporary secure storage is reduced to a petty offense, from a class 1 (highest) misdemeanor. The classification for misconduct involving weapons for entering an election polling place on election day carrying a deadly weapon is reduced to a class 3 (lowest) misdemeanor, from a class 1 (highest) misdemeanor.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
SB1444	state lake improvement fund; counties 1st Read: 02/05 APPROP 02/12 - DP 6-3-0-0-0-0 RULES 02/18 - PFC Rep Caucus: 02/19 Dem Caucus: 02/19	CON CAL - 02/18 Object: Yes 02/28 - DP	2nd Read: 02/06 03/04 - PASSED 17-13-0-0-0-0					
					1st Read: 03/14 GOV 03/28 - FAILED 3-8-0-0-0-0 RULES None		2nd Read: 03/18	

SPONSORS: BORRELLI

Comments: 3/29: Staff explained the strike-everything amendment to SB 1444 was killed by the House Government Committee 3-8 and urged Supervisors to reach out to the legislators on the committee that voted no and thank them for their support.

Strike-everything amendment brings in language from HB 2001, which requires a board of supervisors to accept, without interference, all federal grant, award or other monies intended to supplement the approved budget of a law enforcement or prosecution agency.

3/15 HB 2001: Staff noted, thanks to support from the Supervisors in getting Legislators and Sheriffs to oppose, the bill did not receive an Appropriations Committee hearing and is therefore dead. Staff will continue to monitor legislation to make sure the issue doesn't pop up once again in some form.

1/17 HB 2001: Staff explained the bill substantially erodes the Board's ability to provide proper oversight of public dollars. The Board voted to **OPPOSE** the bill.

2/15 staff provided the bill for information only and explained the majority of the State Lake Improvement Fund (SLIF) revenues come from a percentage of the gas tax and 15 percent of watercraft license fees. The LPC noted additional details would be needed before weighing in on the bill. In addition there was discussion on impact to rural counties who have a large number of out of town visitors at their lakes without corresponding gas purchases. The LPC did not take a position on the bill.

Summary: The Arizona State Parks Board is required to separately account for monies that are collected in each county and distributed in the SLIF. The Board is required to distribute SLIF monies to each county on a quarterly basis in an amount that corresponds to the monies collected in that county. Counties are required to use the SLIF monies for a list of specified purposes.

Senate Information

House Information

Bills	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes	Committee Actions	COW Action	3rd Read & Votes	Final Read & Votes
-------	-------------------	------------	------------------	--------------------	-------------------	------------	------------------	--------------------

SB1460	TPT; digital goods and services 1st Read: 02/11 FIN 02/13 - DPA 6-4-0-0-0-0 RULES 02/25 - PFC Rep Caucus: 03/12 Dem Caucus: 03/12				SPONSORS: UGENTI-RITA			
	2nd Read: 02/12							

Comments: 3/15: Staff noted that the idea of an amendment that satisfied our concerns was rejected by the bill proponents, with no current communication going on between both sides, thus holding up the bill. Staff also explained that the Senate President has stated she will not put the bill up for a vote without confirmation that the bill has the votes to pass. It seems unlikely at this time that 16 supporting votes exist and staff will continue to speak with the concerned Senators to ensure they do not support the bill in its current form.

3/8: Staff explained that conversations had been taking place with ATRA and the League in understanding the impacts of the bill and seeking to ease concerns. Staff noted one of the biggest concerns with the bill is that the new tax classification is not structured in a traditional TPT model and states only two things are taxable, while everything else is not taxable in the bill. This is opposite of the traditional manner in which all things are taxable, unless specifically exempted. Staff explained ATRA was unwilling to address this issue, but that there was potentially an amendment coming to fruition in the Senate that would address our concerns. The LPC voted to **OPPOSE** the bill in its current form, but left open the ability for staff to advocate from a neutral position if Senate Leadership supports the proposed amendment.

2/8: Staff explained that due to advances in technology, things that were once taxable in tangible form are now in an electronic format and there are differing opinions on how they should be taxed. The bill also attempts to draw a line between what is a good and what is a service. Staff reminded the committee that CSA took a position of opposition to this bill in 2018, but that this version was slightly different. The LPC did not take a position.

Summary: Excludes the sale, lease, licensing, purchase or use of "digital services" from TPT and use tax. Establishes the digital goods classification of TPT, comprised of the business of selling, leasing or licensing the use of "prewritten computer software" or providing "specified digital goods". Establishes a list of exemptions from the digital goods classification. Levies an excise tax on using or consuming prewritten computer software and specified digital goods in Arizona as a percentage of the acquisition price, which applies to any purchaser that purchases these items for resale but that subsequently uses or consumes the items. Describes how prewritten computer software and specified digital goods are sourced.

SB1519	flood control districts; procedures 1st Read: 02/06 WAG 02/21 - DPA 4-3-0-0-0-0 RULES None				SPONSORS: KERR			
	2nd Read: 02/07							

Comments: 2/15 Staff explained some of the concerns with the bill including restricting a flood control district's ability to consider the impact to adjacent private property, the impact to federal flood insurance rates, and rule-making requirements. The LPC expressed their concern with the legislation noting it would increase costs and create havoc. The LPC voted to **OPPOSE** the bill.

Summary: Makes significant changes to a flood control districts ability to restrict extraction of aggregate, floodplain use permits, rule making procedures, substantive policy statements and licensing time frames.